

# **Prayagraj Power Generation Company Limited**

## **Request for Qualification**

for

**Tariff Based Bidding Process**

for

**Procurement of Power on Long-Term Basis from 1980MW  
(660MWX3) Power Station to be setup at Bara, Dist. Allahabad,  
Uttar Pradesh Based on Domestic Coal**

and

**Establishment of Transmission System for 765KV two Single  
circuit Transmission Lines from Bara to Mainpuri**

**(As per Guidelines for Determination of Tariff by Bidding Process for Procurement of  
Power by Distribution Licensee and  
Tariff Based Competitive bidding guidelines for Transmission Service)**

**Issued by**

**Prayagraj Power Generation Company Limited**

(Authorised Representative)

Shakti Bhawan Extension, 14-Ashok Marg, Lucknow – 226001

Uttar Pradesh, India

Ph: +91-522-2287867; Fax: +91-522-2288484/ 2287343

**On behalf of Procurers and Long Term Transmission Service Customers**

**August 2008**

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Prayagraj Power Generation Company Limited  
Shakti Bhawan Ext., 14-Ashok Marg, Lucknow-226001  
Uttar Pradesh, India.

**Request for Qualification (RFQ) for supply of power and providing the transmission services to Procurers/ Long Term Transmission Service Customers.**

This RFQ document along with Annexure as per Index is issued to -

M/s. \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTES:**

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RFQ documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder.
3. Prayagraj Power Generation Company Limited may modify, amend or supplement this RFQ document in accordance with "Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees" dated 19 January, 2005 or "Tariff based Competitive bidding Guidelines for Transmission Service" dated 17<sup>th</sup> April 2006 issued by Ministry of Power, as amended from time to time, after obtaining approval of the appropriate regulatory commission, if such approval is required under law.
4. While this RFQ has been prepared in good faith, neither, PPGCL, the Government of Uttar Pradesh Representative nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to

the accuracy, reliability or completeness of this RFQ, even if any loss or damage is caused by any act or omission on their part.

**Chief Engineer (Project)**

Prayagraj Power Generation Company Limited  
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14-Ashok Marg, Lucknow 226001  
Uttar Pradesh, India  
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Place: Lucknow

Date: 12<sup>th</sup> August 2008

**Prayagraj Power Generation Company Limited**

**Global invitation for prequalification to build, own, operate & Maintain 3 x 660 MW, Prayagraj thermal Power Project (Bara -Dist. Allahabad) based on Supercritical Technology and to build, own, operate & Maintain 765KV two Single circuit Transmission Lines from Bara to Mainpuri in the State of Uttar Pradesh, India**

1. In order to bridge the existing gap in demand supply of electricity and to meet the future demand of power, Prayagraj Power Generation Company Limited (PPGCL) on behalf of the Procurers and Long Term Transmission Service Customers, invite private sector participation to finance, develop, construct, commission, own, operate & maintain 3 x 660 MW Prayagraj Thermal Power Project (Bara) in District Allahabad, Uttar Pradesh. The power plant is proposed to be based on Supercritical Technology, which is a green field project with assured availability of water and sufficient land required to set up the plant.
2. Further the project shall include Development, Operation and Maintenance of the Transmission System based on Transmission Evacuation plan studied and recommended by CEA as outlined in this RFQ document, from the generating station upto the Delivery point.
3. The power produced from the project will be essentially committed to Uttar Pradesh. However, the bidders will be allowed to sell the power outside the state to the extent of 10% of Installed capacity to avail the benefits of Mega Power under Mega Power Policy issued by Ministry of Power. The Authorised Representative will facilitate the process of obtaining the Mega Power Status for the project on "best effort" basis.
4. Special Purpose Vehicle "Prayagraj Power Generation Company Limited" has already been incorporated to undertake the developmental activities for the project. Further in the present case Uttar Pradesh Power Transmission Company Limited in consultation with Uttar Pradesh Power Corporation Limited shall be the Bid Process Coordinator (BPC) as per the decision of Uttar Pradesh Electricity Regulatory Commission.
5. In order to ensure that power is available for the State of Uttar Pradesh, at most competitive tariff, the Government of Uttar Pradesh has decided to permit the selected developer to establish additional two generation units at the selected plant location. To expedite the process, the Government of Uttar Pradesh shall facilitate the Land Acquisition and Water allocation for such additional units. The Government of Uttar Pradesh shall have the first right to

purchase power upto 20% (Twenty percent) of the aggregate capacity of the additional generating units which may be set up by the developer within a period of two years from the commissioning of the last unit of the project. In the case of additional capacity commissioned after more than two years from the date of commissioning of last unit of the project, the Government of Uttar Pradesh shall have the first right of refusal to purchase power upto 30% (Thirty percent) of the aggregate additional capacity from such generation units as per provision under Thermal Power Generation Development Policy 2008 of Uttar Pradesh State. All other requisite clearances, approvals, fuel tie up etc shall be the responsibility of the bidder

6. The selection of the developer will be made on the basis of levelised tariff for power procurement and transmission services based on updated Competitive Bidding Guidelines of Government of India. The Utilities buying power and availing transmission services will provide adequate payment security mechanism.

#### **PREQUALIFICATION CRITERIA FOR BIDDERS**

1. The Bidders must fulfill
  - a. any one of the following two financial requirements
    - i. Internal Resource Generation of Rs.706 Crores (Rs.594 Crores for generation component and Rs.112 for transmission component) or equivalent US\$<sup>1</sup>, computed as five times the maximum internal resources generated during any of the last five years of business operations; OR
    - ii. Annual Turnover of Rs.2,376 Crores or equivalent US\$. The said computation shall be derived from any of the past three year's annual accounts.
  - b. In addition to above the following financial requirement
    - i. Net worth of Rs.1,150 Crores (Rs.990 Crores for generation component and Rs.160 for transmission component) or equivalent US\$. The said computation shall be derived from any of the past three year's annual accounts.
2. The Bidders must also fulfill the following technical requirements

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<sup>1</sup> The US\$-Indian Rupee Exchange rate shall be considered as the corresponding TT buying rate specified by the State Bank of India seven days before the last date of submission for the Bidders as stated in the RFQ document.

## **RFQ for Execution of the Project**

- a. The applicant must own or operate power plant(s) of minimum aggregate gross capacity not less than 500 MW. For this purpose the power plants which have been commissioned at least 7 (seven) days before the RFQ submission date shall be considered.

OR

- b. The Bidder must have experience of developing projects (not necessarily in the power sector) in the last 10 years whose aggregate capital costs must not be less than Rs.1,885 Crores (Rs.1,485 Crores for generation component and Rs.400 for transmission component) or equivalent US\$. Out of these projects, the capital cost of at least one project should be equivalent to or more than Rs.500 Crores or equivalent US\$. For this purpose, capital expenditure on projects that have been completed at least 7 (seven) days before the RFQ submission date shall be considered.

Bidders meeting the above criteria and interested in the Project may obtain RFQ documents from 12<sup>th</sup> August 2008 onwards upto 31<sup>st</sup> August 2008 by depositing a demand draft of Rs 50,000/- (non-refundable) in favor of "Prayagraj Power Generation Company Limited", payable at Lucknow from the address mentioned below. The last date for submission of application for qualification is 1<sup>st</sup> September 2008.

### **Chief Engineer (Project)**

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**Disclaimer**

1. This Request for Qualification (RFQ) document is not an agreement or offer by the Authorised Representative to the prospective Bidders. The purpose of this RFQ document is to provide interested parties with information to assist the formulation of their Response to RFQ. The RFQ document is based on material and information available in public domain.
2. This RFQ document includes statements, which reflect various assumptions arrived at by Authorised Representative or BPC in order to give a reflection of current status in the RFQ. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFQ document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for Authorised Representative to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ document and obtain independent advice from appropriate sources.
3. Neither Authorised Representative, BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document.
4. Neither Authorised Representative, BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Project, the information supplied by or on behalf of Authorised Representative or BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
5. By participating in the qualification process, each of the Bidder shall have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of Authorised Representative or BPC or any person working in the qualification process.
6. Authorised Representative or BPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RFQ document. Such updations, amendments or

supplements, if any, will however be circulated to the Bidders not later than 7 days prior to the last date for submission of Response to RFQ.

7. Each Bidder unconditionally agrees, understands and accepts that the Authorised Representative and/or BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the Authorised Representative, BPC nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
8. Though adequate care has been taken while preparing the RFQ document, the Bidder shall satisfy himself that the documents are complete in all respects. Intimation of any discrepancy shall be given to the Authorised Representative immediately. If no intimation is received from any of the Bidders within 10 (ten) days of the issue of the RFQ document, it shall be considered that the documents are complete in all respects and has been received by the Bidder.

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## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Authorised Representative, Prayagraj Power Generation Limited, 3rd Floor, Shakti Bhawan Extension, 14-Ashok Marg, Lucknow 226001, Uttar Pradesh, India, (which expression shall also include the successors and Permitted Assigns of the Procurers), acting through the office of Sri Lal Chand, Chief Engineer (Project), on behalf of Madhayanchal Vidyut Vitaran Nigam Ltd. (MVVNL), Lucknow, Paschimanchal Vidyut Vitaran Nigam Ltd. (PaVVNL), Meerut, Poorvanchal Vidyut Vitaran Nigam Ltd. (PVVNL), Varanasi, Dakshinanchal Vidyut Vitaran Nigam Ltd. (DVVNL), Agra, Kanpur Electricity Supply Company Ltd (KESCO), Kanpur (hereinafter to be referred as the "Procurers" / "Long Term Transmission Service Customer", invites Bids for purchase of power on a long-term basis as well as to establish, operate and maintain the Transmission System for evacuation of power from the project.

### 1.2 Definitions

Following capitalized terms used in this RfQ, shall have the meaning given hereunder:

- 1.2.1 "Affiliate" shall mean a company that, directly or indirectly,
- i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with,
- a Bidding Company (in case of a single company) or a Member in a Bidding Consortium (in the case of a Consortium) and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company. As an illustration a chart is annexed hereto as Annexure 6.
- 1.2.2 "Authorized Representative" shall mean Prayagraj Power Generation Company Limited, the body corporate authorised by Procurers to carry out the Bid process on their behalf.
- 1.2.3 "Authorized Person" shall mean the person designated by the Authorised Representative to represent the Procurers in its dealings with the Bidder or the Bidding Consortium. The person shall be authorized to perform all tasks such as providing information, responding to enquiry, issuing

clarifications, calling, calling pre-Bid conference, issue advertisements for RFQ and RFP, coordination with the participating Distribution Licensees etc.

- 1.2.4 "Bid" shall mean Non-Financial Bid and Financial Bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP.
- 1.2.5 "Bidder" shall mean the Bidding Company or Bidding Consortium as the context may require.
- 1.2.6 "Bidding Company" shall mean the reference to the single company, if the Bid for the proposed Project has been made by a single company.
- 1.2.7 "Bidding Consortium" or "Consortium" shall mean the reference to the group of companies, each being a Member in a Bidding Consortium, if the Bid for the proposed Project has been made jointly by more than one company.
- 1.2.8 "Bidding Guidelines" shall mean "Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees" and "Tariff based Competitive bidding guidelines for Transmission Service" dated 17<sup>th</sup> April 2006 issued by Ministry of Power, Government of India under Electricity Act, 2003 on January 19, 2005 as amended from time to time
- 1.2.9 "Bid Process Coordinator or BPC" shall mean Uttar Pradesh Power Transmission Company Ltd in consultation with Uttar Pradesh Power Corporation Ltd shall be responsible for carrying out the bid process for selection of Transmission Service Provider (as per decision by the Uttar Pradesh Electricity Regulatory Commission vide order no. UPERC/D(G)/Secy/2008– 025 dated 22<sup>nd</sup> August, 2008).
- 1.2.10 "Change in Ownership" shall mean change of ownership of the Bidder/Member in a Bidding Consortium by way of merger/ acquisition/ amalgamation/ reorganisation/ consolidation/ demerger.
- 1.2.11 "Conflict of Interest" A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common entity, that puts them in a position to have access to information about or influence the Bid of another Bidder

- 1.2.12 "Consents, Clearances, Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and performance of Project including without any limitation on the construction, ownership, operation and maintenance of the transmission lines and/or sub-stations.
- 1.2.13 "Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause 2.1.3 hereof.
- 1.2.14 "Functional Specifications" shall mean the technical requirements of transmission lines and/or sub-stations as specified in the RFP.
- 1.2.15 "Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable.
- 1.2.16 "Inter-State Transmission System" shall include
- i. Any system for the conveyance of electricity by means of main transmission line from the territory of one State to another State;
  - ii. The conveyance of electricity across the territory of an intervening State as well as conveyance within the State, which is incidental to such inter-State transmission of electricity; and
  - iii. The transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility.
- 1.2.17 "Intra-State Transmission System" shall mean any system for transmission of electricity other than an Inter-State Transmission System.
- 1.2.18 "Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, who commits at least 26% equity stake in the Bidding Consortium, meets the technical requirement as per Clause 2.1.3 of this RFQ and cannot be changed till 5 years of the Commercial Operation Date (CoD) of the Power Station.

- 1.2.19 "Lead Procurer" shall mean the Procurer designated by the Procurers to undertake the purchase of power on their behalf.
- 1.2.20 "Letter of Intent" or "LOI" shall mean the letter issued by the Procurer/Authorised Representative to the Selected Bidder for award of the Project.
- 1.2.21 "Long Term Transmission Customer(s)" shall mean "Procurers" or any other person availing or intending to avail access to the Inter-State Transmission System or *Intra-State Transmission System* for a period of twenty-five years or more which shall include the Procurers.
- 1.2.22 "Member in a Bidding Consortium" or "Member" shall mean each company in a Bidding Consortium.
- 1.2.23 "Parent Company" shall mean a company which holds at least 26% equity either directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium.
- 1.2.24 "Procurers" refers to state owned Distribution Licensees of Uttar Pradesh and include the following five entities:
- Madhayanchal Vidyut Vitaran Nigam Ltd. (MVVNL), Lucknow.
  - Paschimanchal Vidyut Vitaran Nigam Ltd. (PaVVNL), Meerut.
  - Poorvanchal Vidyut Vitaran Nigam Ltd. (PVVNL), Varanasi.
  - Dakshinanchal Vidyut Vitaran Nigam Ltd. (DVVNL), Agra.
  - Kanpur Electricity Supply Company (KESCO), Kanpur.
- 1.2.25 "Project" shall mean and include
- i. design, financing, engineering, procurement, construction, operation, maintenance, repair, refurbishment, development and insurance of 3X660MW Prayagraj Thermal Power Project based on Supercritical Technology and supply of power therefrom, in accordance with the terms and conditions of Power Purchase Agreement; and
  - ii. design, financing, engineering, procurement, construction, operation, maintenance, repair, refurbishment, development and insurance of the Transmission system required to evacuate the power from power station in accordance with the terms and conditions of Transmission Service Agreement for availing the transmission services.
- 1.2.26 "Response to RFQ" shall mean the written response of a Bidder to and in accordance with this RFQ.

- 1.2.27 "RFQ" shall mean the Request for Qualification document including the Annexures thereof issued by Authorised Representative on 12<sup>th</sup> August 2008 for Tariff Based Bidding Process for execution, implementation, operation and maintenance of the Project and shall include any modifications, amendments or alterations or clarifications thereto;
- 1.2.28 "Statutory Auditor" shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law.
- 1.2.29 "SPV" shall mean Prayagraj Power Generation Company Limited (PPGCL), a company established under the Indian laws to carry out the bid process in accordance with the Bidding Guidelines. Prayagraj Power Generation Company Limited shall act as the Authorised Representative till acquisition of its 100% equity shareholding by the Selected Bidder.
- 1.2.30 "Supercritical Technology" shall mean technology with typical steam parameters at steam turbine inlet as mentioned below:
- |                          |   |                               |
|--------------------------|---|-------------------------------|
| Main Steam Pressure      | : | 247 kg/cm <sup>2</sup> (abs). |
| Main Steam Temperature   | : | 535 deg C.                    |
| Reheat Steam Temperature | : | 565 deg C.                    |
- The parameters for super critical technology of the project are indicative at present.
- 1.2.31 "Successful Bidder" shall mean the Bidder selected pursuant to Request For Proposal to acquire one hundred percent (100%) equity shares of Prayagraj Power Generation Company Limited, along with all its related assets and liabilities, which will be responsible to execute the Project on build, own, operate and maintain basis as per the terms of the Power Purchase Agreement (PPA), Transmission Service Agreement (TSA), and other RFP Project Documents.
- 1.2.32 "Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 2.1.2 hereof.
- 1.2.33 Thermal Power Generation Development Policy 2008 of Uttar Pradesh State shall mean the policy as attached herewith as Annexure 12.
- 1.2.34 "Transmission System" means *765 KV two Single circuit Transmission Lines from Bara to Mainpuri of approximately 400 Km each*, with associated sub-stations or a group of lines inter-connected together

along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

1.2.35 "Ultimate Parent Company" shall mean a company which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such company.

Note: Any capitalised term, used but not defined in this RfQ, shall have the meaning ascribed to such term in the PPA, or the Bidding Guidelines, in that order. In the absence of availability of definitions in the foregoing references, the capitalised term shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2004, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, in that order.

### **1.3 Project Description**

1.3.1 The project is proposed to be executed as a composite generation and transmission project so that the project implementation schedule of the two components is synchronised and the risk of non-availability of transmission facility is mitigated. It is proposed that a single Bidder will be selected for implementation of both the generation and transmission components of the project. The selection of the Successful Bidder is proposed to be undertaken based on the Tariff based competitive bidding guidelines issued by Ministry of Power for Long Term Power Procurement by distribution Licensees as well as for establishment of transmission projects respectively. It is also proposed that the bidders will need to quote power generation tariff and Transmission Charges separately for the two components, however the evaluation will be carried out on the combined price quoted by the bidders as per evaluation criteria described the RFP document.

1.3.2 The objective of the bidding process is to select a Successful Bidder for development of the Project as per the terms and conditions of Request for Proposal (RfP), Power Purchase Agreement (PPA) and Transmission Service Agreement (TSA). The Project will include design, finance,

establishment, operation and maintenance of a power generation project comprising of 3 units of installed capacity 660 MW each aggregating to 1980 MW and transmission system consisting of two lines of 765 kV from Bara to Mainpuri over a distance of 400 km based on approved Transmission evacuation plan as follows;

- Generation Transformer As per Generator
- Interconnecting Transformer 2x1500MVA (7x500 MVA)
- 765 KV (Two lines) Bara - Mainpuri – 400 kms (approx.)
- Line Reactor on 765 KV Bara - Mainpuri Switch cable 330MVAR
- 765 KV Bus Reactor 240 MVAR
- 765 KV breaker and a half scheme

1.3.3 The Bidding Process is being undertaken in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India for (i) Determination of tariff by bidding process for procurement of power by distribution licensees; and (ii) Tariff based bidding guidelines for Transmission Service, under the provisions of the Electricity Act, 2003. Further any update / amendment / supplementary, if any details about the bidding process and the Project shall be provided in the RFP document in accordance with Bidding Guidelines, after obtaining approval of appropriate regulatory commission, if such approval is required under law.

1.3.4 **Purchase of Power by the Procurers:** The procurers will purchase at least 90% of the gross installed capacity of the project and the balance 10% will be allowed to sell outside the state of Uttar Pradesh, at the discretion of the Bidder, to avail the benefits of Mega Power under Mega Power Policy issued by Ministry of Power. In order to ensure future power supply security for the State of Uttar Pradesh, the Government of Uttar Pradesh has decided to permit the selected developer to construct upto two additional generation units at the selected plant location. The Government of Uttar Pradesh shall have the first right to purchase power upto 20% (Twenty percent) of the aggregate capacity of the additional generating units which may be set up by the developer within a period of two years from the commissioning of the last unit of the project. In the case of additional capacity commissioned after more than two years from the date of commissioning of last unit of the project, the Government of Uttar Pradesh shall have the first right of refusal to purchase power upto 30% (Thirty percent) of the aggregate additional capacity from such generation units as per provision under Thermal Power Generation Development Policy 2008 of Uttar Pradesh State. To expedite the process, the Government of UP shall facilitate the Land Acquisition and Water

allocation for such additional units. The Seller shall supply power at the Delivery Point as defined in the PPA and the responsibility for evacuation of power beyond the Delivery Point will be of the Procurer as per the terms of the PPA.

**1.3.5 Transmission Component of the Project:** As per the Transmission Plan studied and recommended by the CEA for the State of Uttar Pradesh, the transmission evacuation scheme for the proposed power project consists of two 765 kV lines emanating from the Switchyard of the generation project and connecting to the Mainpuri substation at a distance of 400 kms. As per the integrated transmission system development plan, the proposed transmission lines shall also be permitted to be used by other Long Term Transmission Customers including generators as the case may be. The assets of the Transmission Project shall be made available on a commercial basis to the Long Term Transmission Customer(s) as per the terms and conditions of the TSA.

1.3.5.1 Therefore the Quoted Transmission Charges by the bidder and as adopted by the UPERC, shall also be payable by such Long Term Transmission Customers in proportion of the transmission capacity utilised by them. Until any such Long Term Transmission Customers commence using the transmission lines, the procurers shall be liable to pay the entire Quoted Transmission Charges to the Bidder. However, any recovery of the Transmission Charges by the Bidder from the Long Term Transmission Customers other than the procurers shall be adjusted against the payments to be made by the procurers for the said transmission lines. The Bidder shall be responsible for obtaining a Transmission License from the UPERC as per the applicable Regulations in respect of Terms and Conditions of License.

1.3.5.2 The Successful bidder shall obtain the Transmission License from the Uttar Pradesh Electricity Regulatory Commission (UPERC) on such terms and conditions as specified by UPERC for the same. Bidders shall ensure that they comply with all the requirements of UPERC for grant of Transmission License.

1.3.6 The Procurers will be procuring power from this plant and availing the transmission services from the transmission system. Details of the Procurers containing following information is enclosed separately as Annexure 1.

- i. Last three years of the available audited accounts;
- ii. Last three years aggregate technical and commercial losses;

- iii. Details regarding existing tariff structure, consumer base etc;
- iv. Business forecast.

- 1.3.7 The Procurers have authorized the Authorized Representative to carry out the bid process on their behalf. The Letters of Authorization from each of the Procurers are attached in Annexure 9.
- 1.3.8 Accordingly, the Procurers seek to select competent, experienced and capable party or a consortium of parties who the necessary technical competence, experience and financial strength to execute the Project. The Procurers / Authorised Representative invites Bids from companies either as sole Bidder or in the form of a Consortium for supply of power.
- 1.3.9 The contracted power shall be sold only to the Procurers as per the terms and conditions of the Power Purchase Agreement (PPA). The Procurers would retain dispatch rights over the Contracted Capacity of the generating station allocated to it during the term of the PPA. Further the successful bidder shall be required to make the Transmission System available for use of Long Term Transmission Customer as per the terms and conditions of Transmission Service Agreement (TSA).

#### **1.4 Details relating to Project Development activities for the Project**

The Procurer(s) through the Authorised Representative have initiated development of the power project at Tehsil Bara, District, Allahabad, Uttar Pradesh and the status of various activities is as under:

- a. Land Acquisition – Land has been identified and about 1900 acres of land in Bara Tehsil, District Allahabad has already been acquired for the power station. The site is located around 40 km from the city of Allahabad on National highway and equipments may be transported to the project site from Kolkata port. The land is barren, rocky, devoid of vegetation and is hardly inhabited. Further Land acquisition process for the 3 X 660 MW is in progress; For the additional land for expansion units facilitation will be done by Authorised Representative of Government of Uttar Pradesh, as per Thermal Power Generation Development Policy 2008 of Uttar Pradesh State.
- b. Environmental Clearance – Draft Environment Impact Assessment report submitted for clearance of MoEF
- c. Aviation Clearance – NoC has been received from Airport Authority of India Limited
- d. Water Allocation – Water allocation has been approved by the Irrigation department of Government of Uttar Pradesh. The water

allocation for additional unit shall also be arranged by Authorised Representative of Government of Uttar Pradesh as per the provisions of Thermal Power Generation Development Policy 2008 of Uttar Pradesh State.

- e. Fuel Linkage – The project has been awarded Fuel Linkage by the Ministry of Coal, GoI. Government of UP is in process of making the advance payment for the coal linkage so that Letter of Assurance can be obtained.
- f. Draft Detailed Technical Report for the project has been prepared and shall be made available to bidders at RfP stage.

**g. Recommended Transmission Plan:**

The procurers through the STU have formulated an integrated transmission system development plan for the State of Uttar Pradesh. The same has been studied and recommended by the CEA. The Authorised Representative/ BPC shall provide the bidders the approved transmission plan along with technical details relevant to the transmission evacuation scheme of the Prayagraj power project to be established by the seller as part of this RFP.

**h. Route Survey:**

The Authorised Representative/ BPC has initiated the work to undertake preliminary Route Survey for establishment of the proposed Transmission lines, details of which shall be made available to the bidders with RfP.

Provided that neither the Authorised Representative/ BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

**i. Right of Way for the Transmission Lines:**

The Authorised Representative/ BPC shall facilitate the process of obtaining Right of Way for the proposed Transmission lines in coordination with the developer. However obtaining the RoW shall be the responsibility of the bidder.

**j. Forest Clearance for the Transmission Lines:**

Obtaining the Forest Clearance for establishment of the Transmission lines, as necessary, shall be the responsibility of the bidder. The Authorised Representative/ BPC shall cooperate with the Successful Bidder and extend all the necessary support, on best effort basis, to facilitate the approval process expeditiously.

## **1.5 Selection of Successful bidder**

- 1.5.1 The interested bidder will be required to submit their Response to RfQ for qualification and Authorised Representative/ BPC shall shortlist such bidders based on Evaluation Process as defined hereunder for the next process for issue of Request for Proposal (RfP). At RfP stage the bidders shall be required to quote Bid in two components i.e. a per unit tariff for supply of power and annual Transmission charges for providing the services of Transmission System, to Procurer. For selection of "L1" bidder the annual transmission charges shall be converted per unit based on annual generation considering availability at 80% of contracted capacity offered by the bidder.
- 1.5.2 The Procurers / Authorised Representative will transfer the SPV along with the Project site to the successful bidder at a price to be indicated in the RFP for implementing the project, after signing of Agreement.

## **1.6 Other information**

- 1.6.1 All Bidders are required to submit information in accordance with the instructions set forth in this RFQ. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the Project.
- 1.6.2 The bids to RFQ shall be valid for not less than One hundred and eighty (180) days from the last date of submission of bid.

## 2. INFORMATION AND INSTRUCTION TO BIDDERS

### 2.1 Qualification Requirements

2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. Short-listing of Bidder will be based on meeting the Qualification Requirements specified below, as demonstrated by the Bidder's Response to RFQ. Further, a Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFQ document for such Project.

2.1.2 The Bidder must fulfill

2.1.2.1 Any one of the following two financial requirements

- i. Internal Resource Generation of Rs.706 Crores (Rs.594 Crores for generation component and Rs.112 for transmission component) or equivalent US\$<sup>2</sup>, computed as five times the maximum internal resources generated during any of the last five years of business operations;

OR

- ii. Annual Turnover of Rs.2,376 Crores or equivalent US\$. The said computation shall be derived from any of the past three year's audited annual accounts.

2.1.2.2 In addition to above the following financial requirement

- i. Net Worth of Rs.1,150 Crores (Rs.990 Crores for generation component and Rs.160 for transmission component) or equivalent US\$. The said computation shall be derived from any of the past three year's audited annual accounts.

2.1.2.3 Above financial parameter shall be defined and computed in following manner by the Bidder:

- **Internal Resources Generation**

= Profit After Tax (PAT)  
Add: Depreciation and amortization

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<sup>2</sup> The US\$-Indian Rupee Exchange rate shall be considered as the corresponding TT buying rate specified by the State Bank of India seven days before the last date of submission for the Bidders as stated in the RFQ document.

Add: Decrease in net current assets (excluding cash)  
Add: Any other non cash expenditure (including deferred tax)  
Subtract: Scheduled loan repayments and increase in net current assets (excluding cash)

Provided, when an existing loan has been repaid through the proceeds of a new loan, then to the extent the proceeds of the new loan have been used to repay the existing loan, such repayment of existing loan shall not be considered for the purposes of computation of Internal Resource Generation.

- **Annual Turnover** : Annual gross revenue earned by the Bidder

- **Networth**

= Equity share capital  
Add: Reserves  
Subtract: Revaluation reserves  
Subtract: Intangible assets  
Subtract: Miscellaneous expenditures to the extent not written off and carry forward losses

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Response to RFQ. Bidders shall furnish documentary evidence duly certified by Managing Director/ Chief Executive Officer, being a full time director on the Board of the Company in support of their financial capability as defined in clauses 2.1.2. In case the Managing Director/ Chief Executive Officer is not capable of signing such documents, the documentary evidences shall be signed by a person authorized by the Board of Directors of the Company. A certificate of statutory auditor regarding the financial capability as defined in clauses 2.1.2 shall also be produced separately.

2.1.2.4 If the Response to RFQ is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed

in proportion to the equity commitment made by each of them for investment in the Project.

2.1.3 The Bidder must fulfill the following technical requirements:

(a) The applicant must own or operate power plant(s) of minimum aggregate gross capacity not less than 500 MW. For this purpose the power plants which have been commissioned at least 7 (seven) days before the RFQ submission date shall be considered.

OR

(b) The Bidder must have experience of developing projects (not necessarily in the power sector) in the last 10 years whose aggregate capital costs must not be less than Rs.1,885 Crores (Rs.1,485 Crores for generation component and Rs.400 for transmission component) or equivalent US\$. Out of these projects, the capital cost of at least one project should be equivalent to or more than Rs.500 Crores or equivalent US\$.

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to the last date for submission of Response to RFQ shall be considered. The capital expenditure discussed above shall be as reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered.

Further, the Technically Evaluated Entity must have either executed such projects itself or must own directly at least 26% of the shareholding in the company that has executed the project(s) and must have held such shareholding from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s). The Technically Evaluated Entity may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be.

In case of a Bidding Consortium, the technical requirement should be met by the Lead Member of the Consortium or its Affiliate/Parent.

Bidders shall furnish documentary evidence duly certified by Managing Director/ Chief Executive Officer, being a full time director on the Board of the Company in support of their technical capability as defined in

clauses 2.1.3. In case the Managing Director/ Chief Executive Officer is not capable of signing such documents, the documentary evidences shall be signed by a person authorized by the Board of Directors of the Company. A certificate of statutory auditor regarding the technical experience as defined in clause 2.1.3 shall also be produced separately.

- 2.1.4 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per Annexure 16. The technical and financial capability of a particular company, including its Parents and/or Affiliates, shall not be used by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company.

The determination of the relationship of Parent or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be on the date seven (7) days prior to the last date of submission of the Response to RFQ. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Response to RFQ.

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution at the RFP stage from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. Moreover, the Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per Annexure 15.

- 2.1.5 A Bidder shall submit only one response in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent/ Affiliate /Ultimate Parent of the Bidder/ Member in a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.
- 2.1.6 Notwithstanding anything stated above, Authorised Representative reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. Authorised Representative reserves the right at its sole discretion to contact the Bidder's bank and project references and verify the Bidder's information and documents for the purpose of qualification.
- 2.1.7 The qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of PPA and TSA or acquisition of one hundred percent (100%) equity shares of Prayagraj Power Generation Company Limited. Where the Technically Evaluated and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated and/or Financially Evaluated Entity till the execution of the PPA and TSA or acquisition of one hundred percent (100%) equity shares of Prayagraj Power Generation Company Limited. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.
- 2.1.8 The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in Section 2.1.3) and financial capability (mentioned in Section 2.1.2) of a Parent or its Affiliates for the purpose of Bid Evaluation, subject to the Bidding Company or a Consortium member (including Lead member) submitting a legally binding undertaking supported by a Board Resolution in the RFP stage from its parent company or its Affiliates that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the parent company or its Affiliates and in the event of any default the same shall be met by the parent company or its Affiliates. Moreover, the Bidding

Company or the Consortium Member shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding with the Bid to RFQ. Such certificate shall be certified by the Company Secretary and one of the Directors of the Bidding Company / Consortium Member.

## **2.2 Information Required**

- 2.2.1 The information in the Response to RfQ will be submitted by the Bidder as per the Annexures attached in this document. The information to be submitted in the Response to RfQ is specified in Clause 4 (Formats of Application) of this document.
- 2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be grounds for declaring the Response to RfQ non-responsive. Each format has to be duly signed and sealed by the Bidder.
- 2.2.3 The Response to RFQ shall contain unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidding Company or each Member in Consortium including Lead Member for the last five (5) financial years immediately preceding the last date for submission of Response to RFQ for the purpose of calculation of Internal Resource Generation, Annual Turnover and Networth.
- 2.2.4 The Bidder should note that:
- a) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Response to RfQ, in any manner whatsoever, in order to create circumstances for the acceptance of its Response to RfQ, the Authorized Representative/Procurers reserves the right to reject such Response to RfQ and/ or cancel the Letter of Intent, if issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RfP shall follow.
  - b) Response to RfQ submitted by the Bidder shall become the property of the Authorized Representative and the Procurers, and the Authorized

Representative and the Procurers shall have no obligation to return the same to the Bidder.

## **2.3 Submission of Response to RfQ by the Bidder**

### **2.3.1 For Response to RfQ submitted by Bidding Company / Bidding Consortium:**

- 2.3.1.1 In case of Bidding Consortium, the Response to RfQ must mention the Lead Member. The Bidding Company / the Lead Member should designate one person to represent the Bidding Company / Bidding Consortium in its dealings with the Authorized Representative and Procurers. The person designated by the Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the consortium, etc as per the format of Power of Attorney enclosed as Annexure 3.
- 2.3.1.2 The Bidding Company / Bidding Consortium should submit a power of attorney, authorising the signatory of the Response to RfQ to commit the Bidder as per format provided in Annexure 3, alongwith submission of Response to RfQ. At the RfP Stage, the Bidder should provide required Board Resolutions committing 100% of equity requirement.
- 2.3.1.3 The Bidder must furnish the relevant details of financial and technical requirements to meet the qualifying criteria in accordance with clauses 2.1.2 and 2.1.3 in the formats given in Annexure 5.
- 2.3.1.4 The Lead Member of the Consortium is not allowed to be changed. If the Bidding Company intends to form a Consortium after submission of the RfQ, then the Bidding Company shall be the Lead Member of such Consortium and shall fulfill all the requirements of RfQ, including technical requirements. No change in composition of a Consortium or a change from Bidding Company to Consortium or a Change in Ownership shall be permitted in the period between thirty days prior to Request for Proposal Bid Deadline and issuance of Letter of Intent. Accordingly, no request for a proposed change in composition of a Consortium or request for approval of the Change in Ownership shall be entertained during this period.

Subject to the above and to the provisions of clause 2.5.1.6 any request for change in the membership of the Consortium or, change from Bidding Company to Bidding Consortium may be considered only

upon the Bidder making a prior written application to the Procurer/Authorised Representative seeking its approval for such change. In case of a Change in Ownership, the Bidding Company or Lead Member in case of a Consortium shall make a request for approval of such change within seven (7) days of such Change in Ownership.

Any such change may be permitted, provided that the Bidder after such change is qualified as required by the provisions of the RfQ, including technical and financial requirements and also meets the provisions of clause 2.3.1.5 and clause 2.3.1.6. Further the bidder shall need to re-submit the Consortium Agreement between members of consortium as required under the provisions of the RfQ document and as per Annexure 4.

Further in case of change in membership of Consortium or change from Bidding Consortium to Bidding Company, no object certificate NOC (as per Annexure 17) shall be furnished from each Member of the Consortium.

The Procurer/ Authorised Representative reserves the right to seek additional information from the Bidder, if considered necessary. The Procurer/ Authorised Representative shall convey its decision on the request within fifteen (15) days from the date of receipt of complete information from the Bidder making the request, as required by the Procurer/ Authorised Representative.

It is clarified that a Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RfQ document for such Project.

Requirement relating to equity lock-in would be as specified in the RfP.

2.3.1.5 Subject to the condition that after the Change in Ownership the Bidder shall be qualified as required by the provisions of the RfQ, including technical and financial qualification, a Change in Ownership may be permitted in the following cases:

- i. the Bidder with any of its Affiliates
- ii. Parent/ Affiliate (whose technical and / or financial credentials were used at the time of RfQ) with any other Affiliate of the Bidder

- iii. Parent/ Affiliate/Ultimate Parent / Bidder with any other company provided
  - a. the company is not a Bidder for the Project,
  - b. Parent/ Affiliate/Ultimate Parent of the company is not a Bidder for the Project,
  - c. the company is not Parent/ Affiliate/Ultimate Parent of any Bidder for the Project

2.3.1.6 A Bidder shall submit only one Response to RfQ, either individually as Bidding Company or as a Member in a Bidding Consortium. It is further clarified that any of the Parent/ Affiliate/Ultimate Parent of the Bidder/ Member in a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

**2.3.2 Additional provisions in case of Response to RfQ submitted by a Bidding Consortium**

2.3.2.1 The Response to RfQ shall contain a Consortium Agreement entered into between the Consortium Members (Annexure 4). Each Member of the Consortium shall duly sign the Consortium Agreement, making each of the Consortium Members, liable for raising the required funds for their respective equity investment commitment in the format given at Annexure 4. In the absence of such a document, the Response to RfQ would not be considered for evaluation and will be rejected.

Provided further that the Lead Member of the Bidding Consortium will be required to be liable to the extent of 100% of the total proposed commitment of equity investment of the Bidding Consortium. i.e for both its own liability as well as the liability of other Members.

Provided further that the Consortium Agreement shall not be amended without the explicit approval of the Procurers / Authorised Representative.

2.3.2.2 The Response to RfQ shall also contain signed letters ("Letter of Consent" as per Annexure 13 submitted by each Member, stating that the entire Response to RfQ has been reviewed and each element of the Response to RfQ is agreed to and stating the investment commitment for the envisaged Project.

## 2.4 Collection of RFQ document

2.4.1 The Bidders can collect the RFQ document in person against payment of Rs. 50,000/- (non-refundable) in the form of a Demand draft in favor of "Prayagraj Power Generation Company Limited" payable at Lucknow from the address mentioned below.

Chief Engineer (Project)  
Prayagraj Power Generation Company Limited  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh, India  
Ph : +91-522-2287867/2287343  
Fax : +91-522-2288484/2287343

2.4.2 The RFQ document will be available for sale on all working days from 12<sup>th</sup> August 2008 to 31<sup>st</sup> August 2008 between 10.00 hrs and 17.00 hrs.

## 2.5 Due date

2.5.1 The Bidder should submit the application for qualification so as to reach the following address by 17.00 hrs on September 1<sup>st</sup>, 2008. The bid will be opened at 17.30 hrs on September 1<sup>st</sup>, 2008 in presence of bidders.

### Chief Engineer (Project)

Prayagraj Power Generation Company Limited  
Shakti Bhawan Ext., 3<sup>rd</sup> Floor, 14-Ashok Marg, Lucknow-226001  
Uttar Pradesh, India  
Ph: +91-522-2287867/ 2287343  
Fax: +91-522-2288484/ 2287343

2.5.2 Important deadlines are mentioned below:

Date	Event
12 <sup>th</sup> August 2008	Commencement of Sale of RFQ document
31 <sup>st</sup> August 2008	Last date of Sale of RFQ document
1 <sup>st</sup> September 2008	Submission of application for Qualifications
6 <sup>th</sup> September 2008	Short listing based on responses to RFQ and issuance of RFP
15 <sup>th</sup> September 2008	Bid clarification, Pre Bid conferences etc.

<b>Date</b>	<b>Event</b>
20 <sup>th</sup> September 2008	Final clarification and revision of RFP
30 <sup>th</sup> September 2008	Submission of Technical and Price Bids
6 <sup>th</sup> October 2008	Short listing of Successful Bidder and issue of LOI
5 <sup>th</sup> November 2008	Signing of Agreement

## **2.6 Method of Submission**

2.6.1 The responses are to be submitted in a sealed envelope which should be transcribed in the following manner:

“Response to RfQ for Supply of Power and Transmission Services to Procurers – Prayagraj Power Generation Company Ltd.”

Submitted to:

**Chief Engineer (Project)**

Prayagraj Power Generation Company Limited  
Shakti Bhawan Ext., 14-Ashok Marg, Lucknow-226001

Uttar Pradesh, India

“Name of the Bidder”

“Bidder Information”

2.6.2 This envelope should also contain a covering letter as per the format provided in Annexure 2 of this document.

2.6.3 The Bidder has the option of sending his Response to RfQ by registered post or submitting the Response to RfQ in person so as to reach the Authorized Representative at the designated address by the time and date stipulated by the Authorized Representative. Response to RfQ submitted by telex/ telegram/ fax shall not be considered under any circumstances. The Authorized Representative shall not be responsible for any delay in receipt of the Response to RfQ. Any Response to RfQ received by the Authorized Representative after the deadline for submission of the Response to RfQ stipulated by the Authorized Representative shall not be opened.

2.6.4 All pages of the Response to RfQ submitted must be initialed by the authorized signatories on behalf of the Bidder.

- 2.6.5 The Response to RfQ shall be submitted in one original + 2 copies (placed in one envelope as mentioned in Clause 2.6.1). No change or supplemental information to a proposal will be accepted after the scheduled time of submission of Response to RfQ. The Authorized Representative reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the proposal.
- 2.6.6 If the envelope is not sealed and not marked as per the requirement, the Authorized Representative and the Procurers will assume no responsibility for the Response to RfQ misplacement or premature opening.
- 2.6.7 No change or supplemental information to the Response to RFQ already submitted will be accepted after the scheduled date and time of submission of Response to RFQ. Notwithstanding the above, the BPC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Response to RFQ.

## **2.7 Preparation cost**

- 2.7.1 The Bidder shall be responsible for all the costs associated with the preparation of the Response to RfQ and participation in discussions. Authorized Representative and Procurers shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 2.7.2 The Bidders should note that:
- All the information should be submitted in English language only.
  - Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
  - Response to RfQ that are incomplete, which do not substantially meet the requirements prescribed in this RFQ, are liable to be rejected by the Authorized Representative in its sole discretion.
  - Response to RfQ not submitted in the specified formats will be liable for rejection by the Procurers / Authorised Representative.
  - All pages of the Response to RfQ submitted must be initialed by the authorized signatories on behalf of the Bidder.
  - Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
  - Bidder who meets the Qualification Requirements and is issued RFP document must continue to maintain his status as a qualified Bidder. At the RFP stage, Bidder will be required to confirm through an

undertaking that it still meets the Qualification Requirements as per RFQ.

- The total number of affiliates including the parent of the Bidding Company or a member of Bidding Consortium shall not exceed five.
- Responses submitted by the Bidder shall become the property of the AR/BPC and the AR/BPC shall have no obligation to return the same to the Bidder.

## **2.8 Clarifications on RfQ document**

2.8.1 Clarifications could be sought up to 7 days prior to last date for bid submission from:

Chief Engineer (Project) Prayagraj Power Generation Company Limited 3 <sup>rd</sup> Floor, Shakti Bhawan Extension, 14-Ashok Marg, Lucknow-226001 Uttar Pradesh, India	Ph: +91-522-2287867 Fax: +91-522-2288484 /2287343 Email :cgm2plg@yahoo.co.in
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2.8.2 At any time, not later than 7 (seven) days prior to the last date for submission of Response to RFQ, Authorised Representative may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFQ by issuance of addendum / modification / errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFQ has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Response to RFQ, or for any other reasons, Authorised Representative may at its discretion, extend the due date for submission of Response to RFQ. Late receipt of any addendum/ modification/ errata and/or revised document will not relieve the Bidder from being bound by that modification.

2.8.3 All modifications shall become part of the terms and conditions of this RFQ. No interpretation, revision or communication regarding this RFQ is valid, unless made in writing.

## **2.9 Right of the Procurer to reject a Response to RfQ**

Procurer/ Authorised Representative reserves the right to reject all or any of the Response to RfQ or cancel the RfQ without assigning any reasons whatsoever and without any liability.

- 2.10** Non submission and/or submission of incomplete data/ information required under the provisions of RfQ shall not be construed as waiver on the part of Procurer/ Authorised Representative of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

### **3. EVALUATION CRITERIA**

The Response to RfQ evaluation process comprises of the following two steps:

1. Step I – Responsiveness check
2. Step II – Response to RfQ evaluation

#### **3.1 Step I - Responsiveness check**

3.1.1 The Response to RfQ submitted by the Bidder shall be scrutinized to establish "Responsiveness". Any of the following conditions shall cause the Response to RfQ to be "Non-responsive":

- Response to RfQ not received by the due date and time
- Validity of the Response to RfQ less than 180 days from the date of submission of Response to RfQ
- Sufficient information not submitted in the Response to RfQ to be evaluated and/or information not submitted in specified formats
- Response to RfQ not signed by authorized signatory and / or sealed in the manner and to the extent indicated in this RFQ document.
- All pages of the Response to RFQ submitted but not initialed by the authorised signatories on behalf of the Bidder
- Response to RFQ contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements
- Response to RfQ not including the covering letter as per format in Annexure 2
- Response to RfQ submitted by a Bidding Consortium not including the Consortium Agreement
- Response to RfQ having Conflict of Interest
- The Bidder has not submitted by a disclosure as per Annexure 7
- Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by Procurer / Authorised Representative.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate

- Information not submitted in formats specified in the RFQ
- Bidders delaying in submission of additional information or clarifications sought by the Authorised Representative
- If the Bidder makes any misrepresentation as specified in Clause 3.3.

### **3.2 Step II - Bid evaluation**

- 3.2.1 Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Clause 4 - Format for response to RFQ. This step would involve evaluation of the Bid of the Bidding Company / Bidding Consortium.
- 3.2.2 The Bidding Company or Bidding Consortium must fulfill the minimum financial and technical requirements mentioned in the Clauses 2.1.2 and 2.1.3 respectively.
- 3.2.3 If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company only shall be considered. If the Bid is submitted by a Bidding Consortium, then
- i. The financial requirement to be met by each Member in Bidding Consortium shall be in proportion to the equity commitment by each of them;
  - ii. The technical experience criteria shall be met by the Lead Member of the Consortium; and
  - iii. The technical and financial capability of a particular company shall not be used by more than one Member of a Bidding Consortium.
- 3.2.4 Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.1 and 3.2, shall be declared as Qualified Bidders and will be eligible for issue of RFP.

### **3.3 Misrepresentation by the Bidder**

- 3.3.1 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Response to RFQ or Bid, as the case may be, in any manner whatsoever, in order to create circumstances for the acceptance of its Response to RFQ/Bid, the Authorised Representative reserves the right to reject such Response to RFQ/Bid, and/ or cancel the Letter of Intent, if

issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RFP shall follow.

### **3.4 Disposition of Response to RFQ**

3.4.1 Response to RFQ found to be Non-responsive as per Clause 3.1.1, due to any of the following conditions, shall be liable for rejection.

- Response to RFQ that is incomplete.
- Response to RFQ not signed by authorised signatory and / or stamped in the manner indicated in this RFQ.
- All pages of the Response to RFQ submitted but not initialed by the authorised signatories on behalf of the Bidder.
- Response to RFQ not including the covering letter as per Annexure 2
- Response to RFQ contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- Information not submitted in formats specified in the RFQ.
- The Bidder has not submitted a disclosure as per Annexure 7.
- Bidders delaying in submission of additional information or clarifications sought by the Authorised Representative.

3.4.2 Response to RFQ found to be Non-responsive as per Clause 3.1.1, due to any of the following conditions, shall be rejected

- Response to RFQ not received by the scheduled date and time.
- Response to RFQ submitted by a Bidding Consortium not including the Consortium Agreement.
- Bidder submitting or participating in more than one response either as Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Response to RFQ having Conflict of Interest.
- If the Bidder makes any misrepresentation as specified in Clause 3.3.

**3.5** Authorised Representative reserves the right to interpret the Response to RFQ in accordance with the provisions of this RFQ document and make its own judgment regarding the interpretation of the same. In this regard, Authorised Representative shall have no liability towards any Bidder and no Bidder shall have any recourse to Authorised Representative with respect to the qualification process. Authorised Representative shall evaluate response to RFQ using the process specified in Clause 3.1 and 3.2, at its sole discretion. Authorised Representative's decision in this regard shall be final and binding.

## 4. FORMATS OF RESPONSE TO RfQ

4.1.1 This clause prescribes the formats for submission of information to ensure that information and data collected from each Bidder is interpreted in a consistent manner. Hence it is required that all Bidders submit information as per the formats indicated below.

### 4.2 Bidder Information

4.2.1 The formats required to be submitted by the Bidder under Bidder information are attached to this document. Attention of the Bidders is specifically drawn to the requirement that each format relating to Financial and Technical requirement as given in Annexure 5 has to be duly signed by the Managing Director/ Chief Executive Officer, being a full time director on the Board of the Company. In case the Managing Director/ Chief Executive Officer is not capable of signing such documents, the documentary evidences shall be signed by a person authorized by the Board of Directors of the Company. A certificate of statutory auditor regarding the financial capability & technical experience shall also be produced separately.. In case of a Bidding Consortium each Member shall submit information about its financial and the Lead Member, about its technical requirement in separate formats as prescribed:

#### 4.2.2 Information about the Bidder

Following documents/information shall be submitted by the Bidder alongwith its Bid

##### 4.2.2.1 For a Bidding Company

Last five years unconsolidated/consolidated audited annual accounts (in accordance with Clause 2.1.4) for the calculation of Internal Resource Generation, Net Worth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, auditors report).

##### 4.2.2.2 For a Bidding Consortium

- i. Name of the Lead Member of the consortium {as per Annexure 10}

- ii. The role of each Member in Bidding Consortium {as per Annexure 10}
- iii. A letter of consent from each Member committing a specific investment {as per Annexure 13}.
- iv. A signed Consortium Agreement between the Members in a Bidding Consortium {as per Annexure 4}
- v. For each Member in Bidding Consortium,
  - Last five years unconsolidated/consolidated audited annual Accounts (in accordance with clause 2.1.1) for the calculation of Internal Resource Generation, Networth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, auditors report).

### **4.3 Checklist for Bidders**

The Bidder may use the following checklist to ensure that the Bid is complete:

- i. Executive Summary (Annexure 10)
- ii. Covering Letter (Annexure 2)
- iii. Letter of consent from all Members in a Bidding Consortium (Annexure 13).
- iv. Power of Attorney in favour of authorised signatory (Annexure 3)
- v. Bidders' composition and ownership structure (Annexure 14)
- vi. Consortium Agreement between Members in a Bidding Consortium (Annexure 4)
- vii. Formats relating to financial and technical requirements (Annexure 5).
- viii. Authorisation from Parent and/or Affiliate Company if required under clause 2.1.4 (Annexure 16).
- ix. Disclosure regarding participation of any related company in this bid process (Annexure 7)
- x. Initialing of all pages of Bid by authorised signatory of the Bidder
- xi. Last five years Annual Reports containing unconsolidated/ consolidated audited accounts (in accordance with Clause 2.1.1), directors' report, etc. of Bidding Company or each of the Member in case of a Bidding Consortium and/or Parent/Affiliates if their technical and/or financial credentials have been taken into consideration for meeting qualification requirements
- xii. Any other necessary information and documents as required under the RfQ.

Please note that the information requirement prescribed above is the minimum information required from the Bidders. The Bidder may provide additional information to support and supplement the above.



**ANNEXURES COMMON FOR BOTH GENERATION AND TRANSMISSION  
COMPONENTS**

**Annexure 1 : Information on the Procurer(s)/ Long Term Transmission  
Customer(s)**

**Annexure 2 : Format for Covering Letter**

**Annexure 3 : Power of Attorney**

**Annexure 4 : Format for Consortium Agreement**

**Annexure 5 : Format for Qualification Requirements**

**Annexure 5A : Format for Internal Resource Generation**

**Annexure 5B : Format for Turnover**

**Annexure 5C : Format for Networth**

**Annexure 5D : Format for Technical Requirement**

**Annexure 5E : Format for Information for verification of Financial &  
Technical capabilities of bidder**

**Annexure 6 : Illustration of Affiliates**

**Annexure 7 : Format of Disclosure**

**Annexure 8 : UPERC Order Dated 22<sup>nd</sup> August 2008 on approval of RfQ**

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 1: INFORMATION ON THE PROCURER(S)/ LONG TERM  
TRANSMISSION CUSTOMERS**

- ENCLOSURE - 1: Last three available Annual Audited Accounts
- ENCLOSURE - 2: Aggregate Technical and Commercial Losses for last three years as available
- ENCLOSURE - 3: Details regarding existing tariff structure, consumer base etc
- ENCLOSURE - 4: Business Forecast

**[Attached separately at the end of this RFQ document]**

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 2: FORMAT OF COVERING LETTER**

**(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Consortium)**

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ of 2008

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company

3rd Floor, Shakti Bhawan Extension,

14-Ashok Marg, Lucknow 226001

Uttar Pradesh.

**Sub:-** Response to RFQ for the execution of the Project

**Ref:-** RFQ dated [insert date]

Dear Sir,

1. Being duly authorised to present and act on behalf of M/s..... (insert name of Bidding Company / Bidding Consortium) (hereinafter called the "Bidder") and having read and examined in detail the Request for Qualification (RFQ) document, the undersigned hereby submit our Response to RFQ with duly signed formats in one (1) original + .....(...) copies as stipulated in RFQ document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of submission as stated in the RFQ document and subsequent clarifications as per Clause 2.8 of RFQ.
3. The information submitted in our Response to RFQ is complete, is strictly as per the requirements stipulated in the RFQ document and is correct to the

best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Response to RFQ.

4. We hereby confirm that, as per Clause 2.1.4 of the RFQ we shall submit legally binding board resolution at the RFP stage for the total equity requirement of the Project.

[Sl. No 4 to be inserted in case only if the Bidder is a Bidding Company]

5. We hereby confirm that in accordance with Clause 2.1.4 of the RFQ, we will submit legally binding undertaking supported by a board resolution at the RFP stage from the .....(Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of ..... (Insert name of the Bidding Company) shall be deemed to be equity investment obligations of the ..... (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by..... (Insert name of the Bidding Company), the same shall be met by ..... (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be).

[ Sl. No 5 to be inserted only in case the Bidder is a Bidding Company and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to the Project.
7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the PPA and TSA.
8. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and maintain the said Project and to prepare this Response to RFQ.
9. We hereby confirm that we shall abide unreservedly with Authorised Representative's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the Authorised Representative's decision or its right to make such decision at any time in the future.

10. The Response to RFQ shall remain valid for a period of one hundred and eighty (180) days from the date of submission of Response to RFQ.

11. The details contact person are furnished as under:

Name  
Designation  
Name of the Company  
Address of the Bidder  
Phone Nos.  
Fax Nos.  
E-mail address

Thanking you,

Yours faithfully,

(Signature and Seal)\*

Name:  
Designation:  
Address:

Date -----  
Place -----

\*To be signed by Managing Director / Chief Executive Officer, being a full time director on the Board/Manager of the Bidding company or Lead Member in case of Consortium.

In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/ Lead Member in case of a Consortium.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 3: POWER OF ATTORNEY**

**(Format for evidence of authorized signatory’s authority)**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response to RFQ for shortlisting of Bidders for execution of the Project .....[Insert name of Project] through tariff based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to [Insert Name of Authorised Representative], representing us in all matters before [Insert Name Authorised Representative], and generally dealing with [Insert Name Authorised Representative] in all matters in connection with our Response to RFQ.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....(signature)

Name:

Designation:

Accepted

Specimen signatures of attorney attested

(Signature of Notary Public)

.....(signature)

(Name, Designation and Address of the Attorney)

Place:-----

Date:-----

Note:

1. To be executed by Bidding Company or the Lead Member of the Bidding Consortium, as the case maybe.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the required procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
3. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**(Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member)**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ..... and M/s ..... having its registered office at..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Response to RFQ and submission of Bid against RFP (in the event selected as the qualified Bidder) as part of the process of selection of executor of the Project .....[Insert name of Project] through tariff based competitive bidding process, for which bids will be invited by the Authorised Representative having its registered office at ..... We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members Response to RFQ and on selection as the qualified Bidder, a Bid in response to RFP to participate in the aforesaid tariff based competitive bidding initiated by Authorised Representative for selection of Successful Bidder.
- ii) To do any other act or submit any information and document related to the above Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of all RFP Project Documents.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ..... , as the Member of the Consortium have executed these presents on this..... day of ... ..under the Common Seal of our company.

Common Seal of .....  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated ...

For and on behalf of  
Consortium Member  
M/s.....  
(Signature of authorized  
representative)

(Name  
Designation  
Place:  
Date:)

WITNESS

1. ....  
(Signature)

Name .....

Designation.....

2. ....  
(Signature)

Name .....

Designation.....

Accepted

Specimen signatures of attorney attested

(Signature of Notary Public)

.....(signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

Note:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 4: FORMAT FOR CONSORTIUM AGREEMENT**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

THIS Consortium Agreement executed on this.... day of .....Two thousand... between M/s... a company incorporated under the laws of ...and having its Registered Office at..... hereinafter called the "Party1", which expression shall include its successors, executors and permitted assigns) and M/s...a Company incorporated under the laws of ..... and having its Registered Office at (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Response to RFQ and submitting a Bid in response to RFP (in the event of selection as qualified Bidder), acquisition of the Prayagraj Power Generation Company Limited (in case of award) and entering into other Agreement(s) to be specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Procurer.

WHEREAS the procurer desire to purchase power and avail transmission service through a tariff based competitive bidding process.

WHEREAS, the Authorised Representative had invited Response to RFQ issued to (insert the name of purchaser of RFQ)

AND WHEREAS Clause 2.3.1 of the RFQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFQ document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS Clause 2.3.1 of the RFQ document also stipulates that the Bidding Consortium shall provide along with the Response to RFQ, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the selection of the Consortium as the selected bidder by the Authorised Representative, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s...(Insert name of the Lead Member), shall act as the Lead Member as defined in the RFQ for self and agent for and on behalf of ..... (the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.
3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the project company" shall be in the following proportion: (if applicable)

Name	Percentage of equity holding in the Project
Party 1	---
...	---
Party n	---
Total	100%

**[Note: The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]**

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilising debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences

- thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
  9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
  10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.
  11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
  12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow/ Allahabad alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
  13. It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Member shall furnish the bid bond, as stipulated in the RFP, on behalf of the Consortium Members.
  14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the Successful Bidder in favor of the Procurer, as stipulated in the RFP, PPA and TSA.
  15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the PPA and TSA unless expressly agreed to the contrary by the Procurer. Over the term of the PPA and TSA, the provisions of PPA and TSA shall apply on the Consortium Members.

16. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFQ/RFP and for the purposes of the Project.
17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of Long Term Transmission Customers.

This Consortium Agreement

(a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,

(b) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;

(c) may not be amended or modified except in writing signed by each of the parties and with prior written consent of Procurer:

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of ...  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated ...

For and on behalf of  
Consortium Member (Party 1)  
M/s.....  
(Signature of authorized  
representative)

(Name  
Designation  
Place:  
Date:)

Common Seal of ...  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated ...

For and on behalf of  
Consortium Member (Party 1)  
M/s.....  
(Signature of authorized  
representative)

(Name  
Designation  
Place:  
Date:)

WITNESS <sup>3</sup>

1. ....  
(Signature)

Name .....

Designation.....

2. ....  
(Signature)

Name .....

Designation.....

**Accepted:**

**(Signature)**  
**(Notary Public)**

**Place:**  
**Date:**

---

<sup>3</sup> Separate witness for each Consortium Member should fill in the details.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 5: FORMAT FOR QUALIFICATION REQUIREMENT**

**ANNEXURE 5 A: FORMAT FOR INTERNAL RESOURCE GENERATION**

**[on the letter head of Bidding Company/Lead Member in Bidding Consortium/ Each Member in a Bidding Consortium (as applicable)]**

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

Sub: **Response to RFQ for execution of the Project.**

**1. [Note: Applicable in case of Bidding Company]**

We certify that the Financially Evaluated Entity(ies) had Internal Resource Generation equal to Rs. .... Crore or equivalent USD\* computed as per instructions in the RFQ and equal to five times the maximum internal resource generated in the financial year [Insert five preceding financial years][Strike out whichever is not applicable] based on unconsolidated audited annual accounts (refer Note 2 below) of any of the last five (5) financial years immediately preceding the last date of submission of Response to RFQ.

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship with Bidding Company* *</b>	<b>Internal Resource Generation (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Internal Resource Generation</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

**2. [Note: Applicable in case of Bidding Consortium]**

We certify that the Financially Evaluated Entity (ies) had Internal Resource Generation equal to at least Rs. .... Crore or equivalent USD\* computed as per instructions in the RFQ and equal to five times the maximum internal resource generated in a financial year [Insert five preceding financial years] [Strike out whichever is not applicable] based on unconsolidated audited annual accounts (refer Note 2 below) for the year, as per the following details.

<b>Name of Consortium Member (1)</b>	<b>Equity Commitment in the Project (%) (2)</b>	<b>Internal Resource Generation of Member (Rs. Crore) (3) (As per the table below)</b>	<b>Internal Resource Generation Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (4 = 2 X Total IRG requirement for the Project)</b>	<b>Whether the Member meets the Internal Resource Requirement (5)</b>
<b>1</b>				<b>Yes/No</b>
<b>2</b>				<b>Yes/No</b>
---				<b>Yes/No</b>
<b>Total Internal Resource Generation for Financial Requirement</b>				

**Member - I (Lead Member)**

**[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors separately]**

- i. Name of Member:
- ii. Total Internal Resource Generation requirement: Rs \_\_\_\_\_crores
- iii. Percentage of equity commitment for the Project by the Member
- iv. Internal Resource Generation requirement for the Member: Rs. \_\_\_\_\_crores.
- v. Financial year considered for the Member: \_\_\_\_\_

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship** with member of Consortium</b>	<b>Internal Resource Generation*** (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Internal Resource Generation</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

\*\*\* Internal Resource Generation requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

**Yours faithfully**

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company/ Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. Along with the above format, in a separate sheet, please provide details of computation of Internal Resource Generation duly certified by Statutory

Auditor.

2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
4. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/ Lead Member in case of a Consortium.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 5 B : FORMAT FOR ANNUAL TURNOVER**

**[on the letter head of Bidding Company/Lead Member in Bidding Consortium/ Each Member in a Bidding Consortium (as applicable)]**

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

Sub: **Response to RFQ for execution of the Project.**

**1. [Note: Applicable in case of Bidding Company]**

We certify that the Financially Evaluated Entity(ies) had a Annual Turnover of Rs. .... Crore or equivalent USD\* computed as per instructions in this RFQ based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship with Bidding Company* *</b>	<b>Annual Turnover (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Turnover</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

**2 [Note: Applicable in case of Bidding Consortium]**

We certify that the Financially Evaluated Entity(ies) had a minimum Annual Turnover of Rs. .... Crore or equivalent USD\* computed as per instructions in the RFQ and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

<b>Name of Consortium Member (1)</b>	<b>Equity Commitment in the Project (%) (2)</b>	<b>Turnover of Member (Rs. Crore) (3) (As per the table below)</b>	<b>Turnover Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (4 = 2 X Total Turnover requirement for the Project)</b>	<b>Whether the Member meets the Turnover Requirement (5)</b>
<b>1</b>				<b>Yes/No</b>
<b>2</b>				<b>Yes/No</b>
<b>---</b>				<b>Yes/No</b>
<b>Total Turnover for Financial Requirement</b>				

**Member - I (Lead Member)**

**[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors separately]**

- i. Name of Member:
- ii. Total Turnover requirement: Rs \_\_\_\_\_crores
- iii. Percentage of equity commitment for the Project by the Member
- iv. Turnover requirement for the Member\*\*\*: Rs. \_\_\_\_\_crores.
- v. Financial year considered for the Member:\_\_\_\_\_

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship** with Member of Consortium</b>	<b>Annual Turnover*** (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Turnover</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

\*\*\* Annual Turnover requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

**Yours faithfully**

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company/ Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. Along with the above format, in a separate sheet, please provide details of computation of Turnover duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the

purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

3. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
4. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/ Lead Member in case of a Consortium.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 5 C: FORMAT FOR NET WORTH**

**[on the letter head of Bidding Company/Lead Member in Bidding Consortium/ Each Member in a Bidding Consortium (as applicable)]**

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
 3rd Floor, Shakti Bhawan Extension,  
 14-Ashok Marg, Lucknow 226001  
 Uttar Pradesh.

Dear Sir,

Sub: **Response to RFQ for execution of the Project.**

**1. [Note: Applicable in case of Bidding Company]**

We certify that the Financially Evaluated Entity(ies) had a Networth of Rs. ....  
 Crore or equivalent USD\* computed as per instructions in this RFQ based on  
 unconsolidated audited annual accounts (refer Note-2 below) of any of the last  
 three (3) financial years immediately preceding the last date of submission of  
 Response to RFQ.

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship with Bidding Company* *</b>	<b>Net Worth (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Net Worth</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2.

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

**2 [Note: Applicable in case of Bidding Consortium]**

We certify that the Financially Evaluated Entity(ies) had a minimum Networth of Rs. .... Crore or equivalent USD\* computed as per instructions in the RFQ and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

<b>Name of Consortium Member (1)</b>	<b>Equity Commitment in the Project (%) (2)</b>	<b>Net Worth of Member (Rs. Crore) (3) (As per the table below)</b>	<b>Net Worth Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (4 = 2 X Total Networth requirement for the Project)</b>	<b>Whether the Member meets the Networth Requirement (5)</b>
<b>1</b>				<b>Yes/No</b>
<b>2</b>				<b>Yes/No</b>
<b>---</b>				<b>Yes/No</b>
<b>Total Networth for Financial Requirement</b>				

**Member - I (Lead Member)**

**[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors separately]**

- i. Name of Member:
- ii. Total Networth requirement: Rs \_\_\_\_\_crores
- iii. Percentage of equity commitment for the Project by the Member
- iv. Networth requirement for the Member\*\*\*: Rs. \_\_\_\_\_crores.
- v. Financial year considered for the Member: \_\_\_\_\_

<b>Name of Financially Evaluated Entity (ies)</b>	<b>Relationship** with Member of Consortium</b>	<b>Net Worth*** (Rs. Crore)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>...</b>		
<b>Total Net Worth</b>		

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

\*\*\* Networth requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

**Yours faithfully**

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company/ Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. Along with the above format, in a separate sheet, please provide details of computation of Internal Resource Generation duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in

each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

3. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
  
4. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/ Lead Member in case of a Consortium.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 5 D: FORMAT FOR TECHNICAL REQUIREMENT**

**[on the letter head of Bidding Company/Lead Member in Bidding Consortium]**

**Annexure 5 D1: FORMAT FOR TECHNICAL REQUIREMENT – DEVELOPMENT EXPERIENCE**

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

**Sub: Response to RFQ for execution of the Project.**

We certify that M/s. .... (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects (not necessarily in the power sector) in the last ten (10) years whose aggregate capital expenditure is Rs. .... Crore or equivalent USD\*. We further certify that the capital expenditure of [insert name of the project] project is equivalent to Rs. .... Crore or equivalent USD\*. For this purpose, capital expenditure incurred on projects which have been either wholly or completed/commissioned or partly completed projects put under commercial operation and for which operation has commenced till atleast seven (7) days prior to the last date for submission of Response to RFQ has been considered.

The project(s) considered for the purpose of technical experience (as per table given below) have been executed and owned to the extent as indicated in the table below ( to be not less than twenty six (26%) percent) by the Bidding Company / Lead Member of the Consortium / our Parent / our Affiliate(s) [ strike off whichever is not applicable] on operation of the projects.

This technical requirement has been calculated as per the instructions provided in the RFQ on the basis of following projects:

**RFQ for Execution of the Project**

Name of Company Whose Technical Capability has been used for Qualification Requirement (1)	Relationship** with Bidding Company/Lead Member (2)	Project Name (3)	Nature of Project (4)	Date of Completion/ Commissioning/ Commercial Operation of partly completed projects (5)	Project Cost (Rs. Crore) (6)	Percentage Equity Holding of Company at (1) in Completed project (s) (7)
Total (Rs. Crores)						

\*Equivalent USD shall be calculated as per provisions of Clause 2.1.2

\*\* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

**Yours faithfully**

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company/ Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. Along with the above format, in a separate sheet, please provide details of computation of capital expenditure of projects duly certified by Statutory Auditor.
2. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.

3. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/ Lead Member in case of a Consortium.

**Annexure 5 D2: FORMAT FOR TECHNICAL REQUIREMENT – OWNERSHIP OR OPERATION OF POWER PLANT**

To,

The Chief Engineer (Project)  
 Prayagraj Power Generation Company Limited  
 3rd Floor, Shakti Bhawan Extension,  
 14-Ashok Marg, Lucknow 226001  
 Uttar Pradesh.

Dear Sir,

**Sub: Response to RFQ for execution of the Project.**

We certify that the Bidding Company / Lead Member of the Bidding Consortium owns / operates a Power Plant with an aggregate gross capacity of not less than 500 MW & the said power plant is in operation as on the date of this certificate.

<b>Name of Bidding Company / Lead member or their parent Company</b>	<b>Relationship with Bidding Company/ Lead Member</b>	<b>Project Name</b>	<b>Project Location</b>	<b>Capacity in MW</b>	<b>Owner/ Operator</b>	<b>Commercial Operation Date (CoD)</b>
Company 1						
<b>Total</b>						

**Yours faithfully**

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company/ Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director of the Bidding Company/Lead Member.
2. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/Lead Member.
3. Along with the above format, produce certificate of statutory auditor certifying Ownership/ Operational Experience separately.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 5E: FORMAT FOR ADDITIONAL INFORMATION FOR VERIFICATION OF FINANCIAL AND TECHNICAL CAPABILITIES OF BIDDERS**

Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially Evaluated Entity(ies))  
 (Note: in case of Consortium to be filed in by each Member of the Consortium including the Lead Member and in case of the qualification requirements of Technically / Financially Evaluated Entity(ies) being used, to be filled by each of such entity(ies))

i. Financial capability (Attachment 1):

1. Bidders shall attach unconsolidated/ consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.2.3) for the last five (5) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. In addition to providing copies of unconsolidated audited annual accounts as per 1) above, please complete the following table (for conversion of Indian Rupees refer Clause 2.1.2). These computations shall be made on the basis of unconsolidated audited accounts. Figures Rs. In Crores.

Figures in Rs. Crores

Financial Information	Actuals : Last Three Financial Years		
Financial Year			
1. Total Assets			
2. Current Assets			
3. Total Assets			
4. Current Liabilities			
5. Net Worth**			
6. Turnover			
7. Profits before Tax			
8. Profits after Tax			
9. Internal Resources Generation**			
10. Exchange Rate (\$/Rs) refer Clause			

2.1.2			
Annual Turnover			

\*\* Refer instructions in Clause 2.1.2 of Section 2 for calculating Networth and Internal Resources Generation and Annual Turnover.

**Notes:**

The information in the above table must be certified by statutory auditors of the concerned entity separately and such certification should not be dated 30 days prior to Response to RFQ submission date.

In case a Bidder is a Consortium, the details in the table above need to be submitted for the Lead Member and for each Member of the Consortium.

**ii. Technical capability (Attachment 2):**

- iii. This attachment shall include details of projects completed/commissioned or partly completed projects for which commercial operation has commenced to be considered for the purpose of meeting Qualification Requirements.

Particulars	Year 1	Year 2	Year3	---	Upto Year10
Name(s) of project(s)					
Location(s) including country(s) where project was set up					
Nature of the Project					
Voltage Level (if any)					
Capital Cost of project(s) Rs. In Crores.					
*Status of the Project					
% of equity owned in the Projects(s)					

**\*Note 1:** Date of completion/commissioning/commercial operation to be mentioned

**Note 2:** For each project listed in the table, the Bidder shall furnish an executive summary including the following information:

- Project model, i.e., BOO, BOOT, BOOM;
  - Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;
  - Size and type of installation;
  - Technical data/information on major equipment installed;
  - Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project;
  - Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), Forest clearance and other statutory / Govt. clearances;
  - Cost data (breakdown of major components);
  - Name of EPC and/or other major contractor;
  - Construction time for the project;
  - Names, addresses and contact numbers of owners of the projects;
  - Operating reliability over the past five(5) years or since date of commercial Operation;
  - Operating environmental compliance history;
  - Names of supervisory entities or consultant, if any;
  - Date of commercial operation;
  - Total duration of operation;
- iv. **Attachment-3** : For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project.

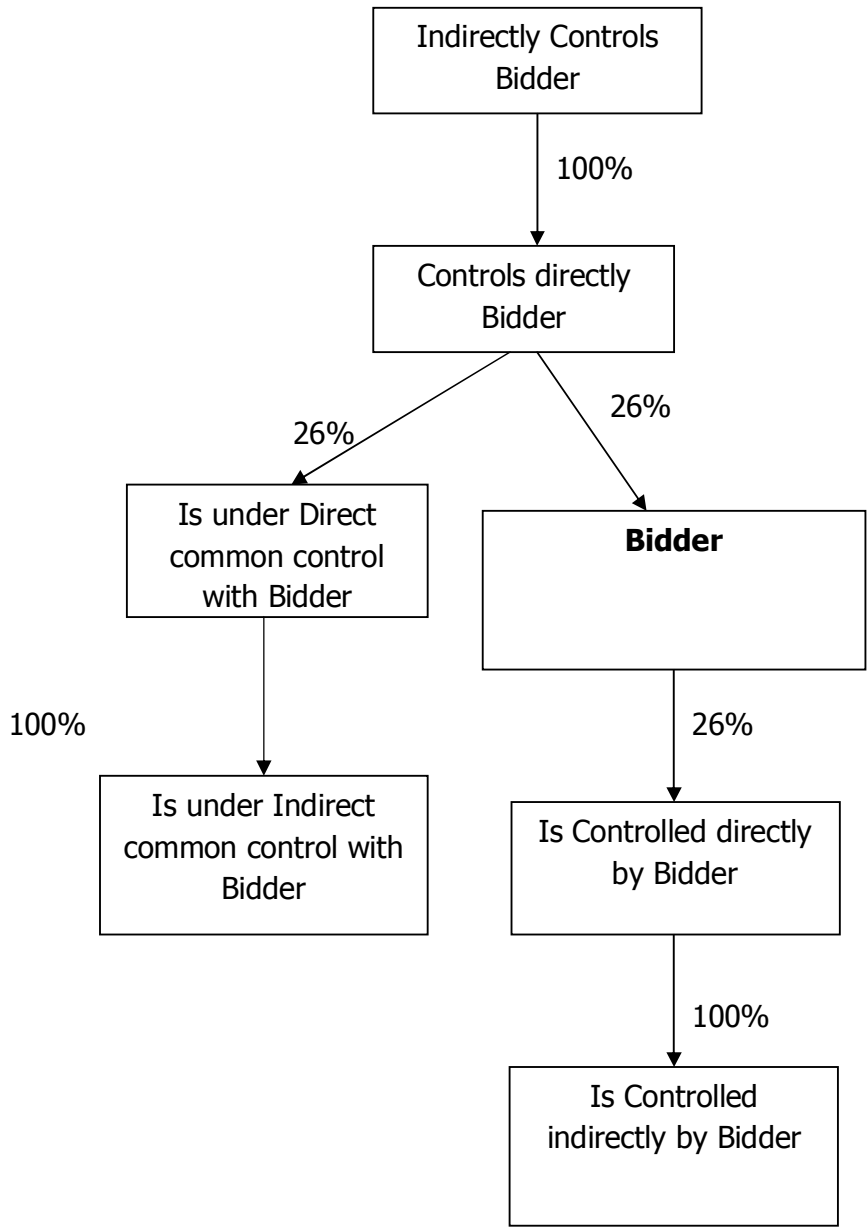
For and on behalf of Bidding Company/Consortium

M/s.....  
(Signature of Authorised Representative)  
Name  
Designation  
Date

Place

Annexure Common for both Generation & Transmission component

**ANNEXURE 6: ILLUSTRATION OF AFFILIATES**



*Annexure Common for both Generation & Transmission component*

**ANNEXURE 7: Format of Disclosure**

**[On the letter head of Bidding Company/Each Member in a Bidding Consortium]**

**Disclosure**

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S.No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column "name of the company" as Nil.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

**Signature of Chief Executive Officer/Managing Director**

(The above disclosure should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director of the Bidding Company or of the Member, in case of a Consortium).

**Note:**

- a) Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
- b) In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/Lead Member.

*Annexure Common for both Generation & Transmission component*

**ANNEXURE 8: UPERC ORDER DATED 22<sup>ND</sup> AUGUST 2008 ON APPROVAL OF  
RFQ**

Attached separately herewith

**ANNEXURES EXCLUSIVE FOR GENERATION COMPONENT**

**Annexure 9: Letter of Authorisation from all the Participating  
Procurer(s)**

**Annexure 10 : Executive Summary**

**Annexure 11 : Model Power Purchase Agreement**

**Annexure 12: Thermal Power Generation Development Policy 2008 of  
Uttar Pradesh State**

*Annexure Exclusive For Generation component*

**ANNEXURE 9: LETTER OF AUTHORIZATION FROM ALL THE  
PARTICIPATING PROCURERS**

Enclosures: 1. Letter of Authorisation from each Procurers stating that they have authorized representative to procure power on their behalf.

**[Attached separately at the end of this RFQ document]**

*Annexure Exclusive For Generation component*

**ANNEXURE 10: EXECUTIVE SUMMARY**

**Executive Summary**

1.1.a Name of the Bidding Company/ Bidding Consortium

1.1.b Lead Member in the case of a Bidding Consortium

**1.2 Details of the Bidding Consortium**

<b>Sr. No.</b>	<b>Name of the Company</b>	<b>Role Envisaged</b>	<b>Details of the experience and financial capability</b>

**1.3 Details of the contact person**

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

Signature \_\_\_\_\_

For

\_\_\_\_\_  
Bidder's Rubber Seal and Full Address

*Annexure Exclusive For Generation component*

**ANNEXURE 11: Model Power Purchase Agreement**

Will be provided at RFP stage.

*Annexure Exclusive For Generation component*

**ANNEXURE 12: Thermal Power Generation Development Policy 2008 of  
Uttar Pradesh State**

Attached separately herewith

**ANNEXURES ADDITIONALLY INTRODUCED BASED ON STANDARD  
BIDDING DOCUMENTS FOR TRANSMISSION BIDDING PROCESS**

**Annexure 13 : Letter of consent from consortium members**

**Annexure 14 : Bidder's Composition & Ownership Structure**

**Annexure 15 : Format for Technical & Financial Requirement – Relation &  
Details of Equity Shareholder.**

**Annexure 16 : Format for Authorisation from Parent/ Affiliate Company**

**Annexure 17 : No Objection Certificate (NOC)**

*Annexure Additionally Introduced based on Transmission SBD*

**ANNEXURE 13: LETTER OF CONSENT FROM CONSORTIUM MEMBERS**

(On the letter head of each Member of the Consortium including Lead Member)

Date: \_\_\_\_\_

From :

Tel:

Fax:

E-mail address:

To,

The Chief Engineer (Project)  
Prayagraj Power Generation Company  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

**Sub:-** Response to RFQ for the execution of the Project

**Ref:-** RfQ dated [insert date]

We, the undersigned Member of ..... (Insert name of the Bidding Consortium) have read, examined and understood the RFQ document for the shortlisting of Bidders as executor of the Project through tariff based competitive bidding process. We hereby confirm our concurrence with the Response to RFQ including in particular the Consortium Agreement submitted by ..... (Insert name of the Lead Member) in response to the RFQ document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest ..... % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated ..... and shall submit board resolution for such investment commitment at the RFP stage.

We hereby confirm that in accordance with Clause 2.1.4 of the RFQ, we shall submit legally binding undertaking supported by a board resolution at the RFP stage from the ..... (Insert name of Technically Evaluated

Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of ..... (Insert name of the Member) shall be deemed to be equity investment obligations of the ..... (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by..... (Insert name of the Member), the same shall be met by..... (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be). [Insert if applicable]

The details of contact person are furnished as under:

Name  
Designation  
Name of the Company  
Address  
Phone Nos.  
Fax Nos.  
E-mail address

Dated the ..... day of ..... of 20...

Thanking you,  
Yours faithfully,  
(Signature, Name, Designation of Authorised Signatory of Consortium Member and Company's Seal)

Business Address:

Name and address of principal officer.

*Annexure Additionally Introduced based on Transmission SBD*

**ANNEXURE 14: BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE**

**1. Corporate Details**

Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a. Company's Name, Address, and Nationality:

Name:

Address:

Website Address:

Country of Origin:

b. Year Organized:

c. Company's Business Activities:

d. Status as a Bidder:

- i. Bidding Company
- ii. Lead Member of the Bidding Consortium
- iii. Member of the Bidding Consortium

Note: (tick the applicable serial number)

e. Company's Local Address in India (if applicable):

f. Name of the authorised representative:

g. Telephone Number: \_\_\_\_\_

h. Email Address:

i. Telefax Number:

j. Please provide the following documents:

- (i) Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the company secretary as Attachment 1 for Bidding Company/ each Member of

Bidding Consortium including Lead Member.

- (ii) Authority letter (as per format for authorization given below) in favour of Authorised Representative from the Bidder/every Member of the Consortium authorising Authorised Representative to seek reference from their respective bankers & others as Attachment 2 as per Clause 2.1.6 of the RFQ.

**2. Details of Ownership Structure:**

Equity holding of Bidding Company / each member of the Bidding Consortium including Lead Member owing 10% or more of total paid up equity.

Name of the Bidding Company / Consortium Member.....

Status of equity holding as on.....

<b>NAME OF EQUITY HOLDER</b>	<b>TYPE and NO. OF SHARES OWEND</b>	<b>EXTENT OF VOTING CONTROL (%)</b>
1		
2		
3		
4		
5		
6		
7		
8		
...		

Notes:

- 1. The above table is to be filled in separately for each Consortium Member
- 2. Status of equity holding should be provided not earlier than 30 (thirty) days prior to last date for submission of Response to RFQ.

For and on behalf of Bidding Company/ Bidding Consortium

M/s.....

(Signature of authorized representative

Name:

Designation:

Stamp:

Date:

Place:

**FORMAT FOR AUTHORISATION**

(In case of Bidding Consortium to be given separately by each Member)

(On Non - judicial stamp paper duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by .....[Insert name of the Authorised Representative] to verify our Response to RFQ for selection of successful Bidder to execute the Project for .....[Insert name of Project] through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s..... (Insert Name of Bidding Company or Member of the Consortium)

Signature and Name of the authorised representative of the Company

Company rubber stamp/seal

(Signature of Notary Public)  
.....(signature)

(Name, Designation and Address  
of the Attorney)  
Place:-----  
Date:-----

*Annexure Additionally Introduced based on Transmission SBD*

**ANNEXURE 15: FORMAT FOR TECHNICAL AND FINANCIAL REQUIREMENT  
– RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING**

(To be filled in by Bidding Company/ each Member of the Bidding Consortium including Lead Member if credentials of Parent and/or Affiliates have been used by them)

To,

**The Chief Engineer (Project)**  
Prayagraj Power Generation Company  
3rd Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

**Sub: Response to RFQ for execution of the Project.**

We certify that M/s. .... (insert name of the Bidding Company/ Consortium Members) have considered the technical and financial capability of its Parent and/ or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFQ. The name of Parent and/ or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of the Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidding Company/Consortium Member	Details of equity shareholding (refer notes below)
Company 1			
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**NOTE:**

- i) In case of Parent the equity holding of the Parent in the Bidding Company/ Member of the Bidding Consortium including the Lead Member of the Consortium need to be specified.

- ii) In case of Affiliate under direct control of Bidder the equity holding of the Bidding Company/ Member of the Bidding Consortium including the Lead Member of the Consortium in the Affiliate needs to be specified.
- iii) In case of Affiliate under common control of Parent the equity holding of the Parent in the Affiliate of the Bidding Company/ Member of the Bidding Consortium including the Lead Member of the Consortium needs to be specified.

Yours faithfully

**(Signature and stamp of Managing Director /Chief Executive Officer of Bidding Company / Lead Member of Consortium)**

**Name:**

**Date:**

**Place:**

Please also affix common seal of Bidding Company/Member in a Bidding Consortium

**Date:**

**Note:**

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
2. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/Lead Member.
3. Along with the above format, produce certificate of statutory auditor certifying Relation & Details of Equity holding separately.

*Annexure Additionally Introduced based on Transmission SBD*

**ANNEXURE 16: FORMAT FOR AUTHORISATION FROM PARENT /  
AFFILIATE COMPANY**

**(Format for Authorization from parent / affiliate of bidding company / member of bidding consortium whose technical / financial capability has been used by the bidding company / member of bidding consortium)**

**[On the Letter Head of the Parent /Affiliate]**

Name:

Full Address:

Telephone No:

E-mail address:

Fax / No.:

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
3<sup>rd</sup> Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

**Sub: Authorisation for use of Technical/Financial Capability of M/s.....  
(Insert name of Parent/Affiliate) by M/s (Insert name of  
Bidding Company/Member of Bidding Consortium).**

Dear Sir,

We refer to the RFQ dated ..... ('RFQ') issued by you for [Insert Name of Project].

We confirm that M/s. .... (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for the ..... [Insert name of Project].

We have carefully read and examined in detail the RFQ including in particular, Clause

2.1.4 of the RFQ, and confirm that on being shortlisted as a qualified Bidder, we shall submit legally binding undertaking supported by a board resolution at the RFP stage that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

For and on behalf of M/s..... (Insert Name of Parent/Affiliate)

**(Signature and stamp of Managing Director /Chief Executive Officer of Parent/Affiliate)**

**Name:**

**Date:**

**Place:**

**Please also affix common seal of Parent/Affiliate**

**Note:**

1. Managing Director / Chief Executive Officer, being a full time director in the Board of the Parent/Affiliate.
2. In case MD/ CEO is not capable of signing above response sheet, it shall be signed by a person authorized by the Board of Directors of the Bidding Company/Lead Member.
3. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking shall be furnished by the Ultimate Parent at the RFP stage on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

*Annexure Additionally Introduced based on Transmission SBD*

**ANNEXURE 17: FORMAT FOR NO OBJECTION CERTIFICATE (NOC)**

[from each of the Consortium members in the event of change as per 2.3.1.4 of RFQ]

(On the letterhead of each Member of the Bidding Consortium)

To,

**The Chief Engineer (Project)**

Prayagraj Power Generation Company  
3<sup>rd</sup> Floor, Shakti Bhawan Extension,  
14-Ashok Marg, Lucknow 226001  
Uttar Pradesh.

Dear Sir,

Sub: No objection for change in Membership of the Bidding Consortium OR No objection for change from Bidding Consortium to Bidding Company [Strike-off whichever is not applicable]

We M/s ..... (Insert name of Member issuing NOC) have been duly informed by M/s..... (Insert name of Lead Member) of their intention to submit a Bid as a Bidding Company instead of Bidding Consortium.

OR

We M/s. .... (Insert name of Member issuing NOC) have been duly informed by M/s..... (Insert name of Lead Member) of the intention to change the Bidding Consortium. M/s....., M/s ..... (Insert names of Members being excluded from the Bidding Consortium) are to be excluded from the Bidding Consortium and M/s....., M/s.....(Insert Names of Members being inducted in the Bidding Consortium) are to be inducted into the Bidding Consortium. We have no objection to this change in Response to RFQ by M/s.....(Insert name of Lead Member) and hereby permit the Authorised Representative / BPC to consider this change as per Clause 2.3.1.4, of the RFQ dated.....[Insert date].

We expressly waive any objections or claims in respect to the aforesaid changes.

For and on behalf of M/s..... (Insert Name of Member)

Signature and Name of the authorised representative of the Company

Company rubber stamp/seal