

Sangam Power Generation Company Limited

Request for Qualification

for

Tariff Based Bidding Process for Procurement of Power on Long-Term Basis from Power Station to be setup at Karchhana, District Allahabad, Uttar Pradesh Based on Domestic Coal

Long Term Procurement (7 years and above)

Issued by

Sangam Power Generation Company Limited

3rd Floor, Shakti Bhawan Extension, 14-Ashok Marg, Lucknow – 226001

Uttar Pradesh, India

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

On behalf of the Procurers

August 2008

Sangam Power Generation Company Limited
3rd Floor, Shakti Bhawan Ext., 14-Ashok Marg, Lucknow-226001
Uttar Pradesh, India.

Request for Qualification (RFQ) for supply of power to the Procurers.

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

M/s. _____

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. Sangam 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 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, SPGCL, 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)

Sangam Power Generation Company Limited

3rd Floor, Shakti Bhawan Extension,

14-Ashok Marg, Lucknow 226001

Uttar Pradesh, India

Ph: +91-522-2287867

Fax: +91-522-2288484/ 2287343

Place: Lucknow

Date: 7th August 2008

Sangam Power Generation Company Limited

Global invitation for prequalification to build, own, operate & Maintain 2 x 660 MW Karchhana (Dist. Allahabad) thermal Power Projects based on Supercritical Technology 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, Sangam Power Generation Company Limited (SPGCL) on behalf of the Procurers, invite private sector participation to finance, develop, construct, commission, own, operate & maintain 2 x 660 MW Karchhana Project in District Allahabad, Uttar Pradesh. The project is proposed to be based on Supercritical Technology. The project is a green field project with assured availability of water and sufficient land required to set up the projects.
2. 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 Project 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.
3. Special Purpose Vehicle "Sangam Power Generation Company Limited" has already been incorporated to undertake the developmental activities for the project.
4. 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 generation unit at the selected plant location. To expedite the process, the Government of Uttar Pradesh shall facilitate only the Land Acquisition and Water allocation for such additional unit. 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 unit 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 unit as per provision under Thermal Generation Development Policy 2008 of Uttar Pradesh State.
5. The status of various project development activities is as under
 - a. Land Acquisition – Section 6 notification issued for about 330 hectares and advance activities of Section 4 for about 253 hectares in progress;

- acquisition of Land for additional unit shall be facilitated by the Authorised Representative of Government of Uttar Pradesh.
- 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 allocation of water for additional unit shall be arranged by Authorised Representative of Government of Uttar Pradesh as per provision under Thermal 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 Uttar Pradesh is in process of making the advance payment for the coal linkage so that Letter of Assurance can be obtained.
 - f. Draft Detailed Project Report for the project prepared.
6. The selection of the developer will be made on the basis of levelised tariff based on updated Competitive Bidding Guidelines of Government of India. The Utilities buying power 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.396 Crores or equivalent US\$¹, 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.1,584 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.660 Crores or equivalent US\$. The said computation shall be derived from any of the past three year's annual accounts.

¹ 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.

2. The Bidders must also 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.990 Crores or equivalent US\$. Out of these projects, the capital cost of at least one project should be equivalent to or more than Rs.400 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 7th August 2008 onwards upto 31st August 2008 by depositing a demand draft of Rs 50,000/- (non-refundable) in favor of "Sangam Power Generation Company Limited", payable at Lucknow from the address mentioned below. The last date for submission of application for qualification is 1st September 2008.

Chief Engineer (Project)

Sangam 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

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1. INTRODUCTION

1.1 Background

1.1.1 Sangam Power Generation Company Limited, 3rd Floor, Shakti Bhawan Ext., 14-Ashok Marg, Lucknow- 226001, Uttar Pradesh, India (hereinafter to be referred as the "Authorized Representative"), on behalf of the Procurers, wishes to invite Bids for purchase of power on a long-term basis.

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 9.
- 1.2.2 Authorized Representative shall mean Sangam Power Generation Company Limited, the body corporate authorised by Procurers to carry out the Bid process for the selection of the Successful Bidder, 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 Procurers etc.
- 1.2.4 "Bid" shall mean the response submitted by the Bidders in accordance with the terms and conditions of this RfQ.
- 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", 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 "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.
- 1.2.10 "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
- 1.2.11 "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.
- 1.2.12 "Lead Procurer" shall mean the Procurer designated by the Procurers to undertake the purchase of power on their behalf.
- 1.2.13 "Letter of Intent" or "LOI" shall mean the letter issued by the Procurer/Authorised Representative to the Selected Bidder for award of the Project.
- 1.2.14 "Member in a Bidding Consortium" or "Member" shall mean each company in a Bidding Consortium.
- 1.2.15 "Parent" 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.

1.2.16 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 Ltd. (KESCO), Kanpur.

1.2.17 "RFQ" shall mean the Request for Qualification document including the Annexures thereof issued by Authorised Representative on 7th August 2008 for Tariff Based Bidding Process for Procurement of Power on Long-Term Basis from Power Station to be setup at Karchhana, District Allahabad, Uttar Pradesh based on Domestic Coal and shall include any modifications, amendments or alterations or clarifications thereto;

1.2.18 "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.

1.2.19 "SPV" shall mean Sangam Power Generation Company Limited (SPGCL), a company established under the Indian laws to carry out the bid process in accordance with the Bidding Guidelines. Sangam Power Generation Company Limited shall act as the Authorised Representative till acquisition of its 100% equity shareholding by the Selected Bidder.

1.2.20 "Supercritical Technology" shall mean technology with typical minimum steam parameters at steam turbine inlet as mentioned below:

Main Steam Pressure	:	247 kg/cm ² (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.

1.2.21 "Ultimate Parent" shall mean a company which owns at least twenty six percent (26%) equity either directly or indirectly in the Parent and Affiliates.

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 Long-Term Procurement

1.3.1 The objective of this Bidding process is to identify the Successful Bidders to finance, develop, construct, commission, own, operate and maintain the 2 x 660 MW Sangam Thermal Power Project based on Supercritical Technology and supply of power for a period of 25 years. The successful Bidder shall enter into a Power Purchase Agreement (PPA). 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.

1.3.2 The Procurers will be procuring power from this plant. 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.

1.3.3 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 2.

1.3.4 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 for supply of power on a long-term basis. The Procurers / Authorised Representative invites Bids from companies either as sole Bidder or in the form of a Consortium for supply of power.

1.3.5 The Authorized Representative has started development of the project at Karchhana, District Allahabad and the status of various project development related activities is as under:

- a. Land Acquisition – Section 6 notification issued for about 330 hectares and advance activities of Section 4 for about 253 hectares in progress; acquisition of Land for additional unit shall be facilitated by the Authorised Representative of Government of Uttar Pradesh.
- 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 UP. The allocation of water for additional unit shall be arranged by Authorised Representative of Government of Uttar Pradesh as per provision under Thermal 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 Project Report for the project prepared.

1.3.6 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.

1.3.7 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.

1.3.8 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.

1.3.9 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 Qualifying Criteria

2.1.1 Bidders should have adequate financial experience and adequate technical capability to execute the project, as specified in clause 2.1.2 & 2.1.3 below respectively. In the case of a Bidding Consortium, the technical experience shall be met by the Lead Member.

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.396 Crores or equivalent US\$, 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.1,584 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.660 Crores or equivalent US\$. The said computation shall be derived from any of the past three year's audited annual accounts.

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
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

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.990 Crores or equivalent US\$. Out of these projects, the capital cost of at least one project should be equivalent to or more than Rs.400 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.

Developing Project means successful commissioning of a project in which the Bidder/Parent/Affiliate, as the case may be, held equity stake of not less than 26% from the time of financial closure till the time of commissioning of such project.

For the purposes of this clause:

- The term "own" shall mean direct ownership or indirect ownership through ownership of at least 26% of the paid up equity capital of the company which has set up the relevant project.
- The term "operate" shall mean the right to operate and maintain the relevant project through a formal operation and maintenance agreement.

2.1.4 For the purposes of technical and financial criteria only unconsolidated audited annual accounts shall be used. However, 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. 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 and technical experience as defined in clauses 2.1.2 and 2.1.3 respectively. 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 as defined in clauses 2.1.2 and 2.1.3 respectively shall also be produced separately.

2.2 Purchase of power by the Procurers

2.2.1 The Procurers plan to essentially procure the power produced from the project at least to the extent of 90% of Installed Capacity. The Successful Bidder may sell the balance 10% power to any person in order to avail the benefits of Mega Power Project Policy. The power shall be delivered at the generator switchyard bus-bar.

2.2.2 Further in view of ensuring that power is available for the State of Uttar Pradesh, at most competitive tariff, as decided by the Government of Uttar Pradesh the selected developer will be allowed to establish additional generation unit 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 unit 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 unit as per provision under Thermal Generation Development Policy 2008 of Uttar Pradesh State.

2.2.3 The Normative Availability required to be met by the Bidder, for recovery of Fixed Costs shall be 80% and incentives shall be paid, as per the terms of the PPA above the availability of 85%.

2.3 Collection of RFQ document

2.3.1 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 "Sangam Power Generation Company Limited" payable at Lucknow from the address mentioned below.

Chief Engineer (Project)
Sangam 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

2.3.2 The RFQ document will be available for sale on all working days from 7th August 2008 to 31st August 2008 between 10.00 hrs and 17.00 hrs.

2.4 Information Required

2.4.1 The information in the bid will be submitted by the Bidder as per the Annexures attached in this document. The information to be submitted in the bid is specified in Clause 4 (Formats of Application) of this document.

2.4.2 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 Bid non-responsive. Each format has to be duly signed and sealed by the Bidder.

2.4.3 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 Bid, in any manner whatsoever, in order to create circumstances for the acceptance of its Bid, the Authorized Representative/Procurers reserves the right to reject such

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.

- b) Bid 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.

2.5 Submission of Bid by the Bidder

2.5.1 For Bid submitted by Bidding Company / Bidding Consortium:

- 2.5.1.1 In case of Bidding Consortium, the Bid 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 7.
- 2.5.1.2 The Bidding Company / Bidding Consortium should submit a power of attorney, authorising the signatory of the Bid to commit the Bidder as per format provided in Annexure 7, alongwith submission of Bid. At the RfP Stage, the Bidder should provide required Board Resolutions committing 100% of equity requirement.
- 2.5.1.3 The Bidder must furnish the relevant details of financial and technical requirements to meet the qualifying criteria in accordance with clauses 2.1.3 and 2.1.4 in the formats given in Annexure 8.
- 2.5.1.4 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 2.5.1.5 and clause 2.5.1.6.

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.

2.5.1.5 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

2.5.1.6 A Bidder shall submit only one Bid, 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.

2.5.2 Additional provisions in case of Bids submitted by a Bidding Consortium

2.5.2.1 The Bid shall contain a Joint Deed Agreement entered into between the Consortium Members (Annexure 6). Each Member of the Consortium shall duly sign the Joint Deed 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 6. In the absence of such a document, the Bid 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 Joint Deed Agreement shall not be amended without the explicit approval of the Procurers / Authorised Representative.

2.5.2.2 The Bid shall also contain signed letters ("Letter of Consent") submitted by each Member, stating that the entire Bid has been reviewed and each element of the Bid is agreed to and stating the investment commitment for the envisaged Project.

2.6 Due date

2.6.1 The Bidder should submit the application for qualification so as to reach the following address by 13:00 hrs on September 1st, 2008. The bid shall be opened at 15:30 hrs on September 1st, 2008 in presence of bidders.

Chief Engineer (Project)

Sangam Power Generation Company Limited
3rd Floor, Shakti Bhawan Ext., 14-Ashok Marg, Lucknow-226001

Uttar Pradesh, India

Ph: +91-522-2287867/ 2287343

Fax: +91-522-2288484/ 2287343

2.6.2 Important deadlines are mentioned below:

Date	Event
7 th August 2008	Commencement of Sale of RFQ document
31 st August 2008	Last date of Sale of RFQ document
1 st September 2008	Submission of application for Qualifications
5 th September 2008	Short listing based on responses to RFQ
6 th September 2008	Issuance of RFP
11 th September 2008	Bid clarification, Pre Bid conferences etc.
15 th September 2008	Final clarification and revision of RFP
6 th October 2008	Submission of Technical and Price Bids
9 th October 2008	Short listing of Successful Bidder and issue of LOI
9 th November 2008	Signing of Agreement

2.7 Method of Submission

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

“Bid for supply of power to Procurers – Sangam Power Generation Company Ltd.”

Submitted to:

Chief Engineer (Project)

Sangam Power Generation Company Limited

3rd Floor, Shakti Bhawan Ext., 3rd Floor, 14-Ashok Marg, Lucknow-226001

Uttar Pradesh, India

“Name of the Bidder”

“Bidder Information”

2.7.2 This envelope should also contain a covering letter as per the format provided in Annexure 4 of this document.

2.7.3 The Bidder has the option of sending his Bid by registered post or submitting the Bid in person so as to reach the Authorized Representative at the

designated address by the time and date stipulated by the Authorized Representative. Bids 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 Bids. Any Bid received by the Authorized Representative after the deadline for submission of the Bids stipulated by the Authorized Representative shall not be opened.

2.7.4 All pages of the Bid submitted must be initialed by the authorized signatories on behalf of the Bidder.

2.7.5 The Bid shall be submitted in one original + 2 copies (placed in one envelope as mentioned in Article 2.7.1). No change or supplemental information to a proposal will be accepted after the scheduled time of submission of Bid. The Authorized Representative reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the proposal.

2.7.6 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 Bid's misplacement or premature opening.

2.8 Preparation cost

2.8.1 The Bidder shall be responsible for all the costs associated with the preparation of the Bid 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.

2.8.2 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.
- Bids 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.
- Bids not submitted in the specified formats will be liable for rejection by the Procurers / Authorised Representative.
- All pages of the Bids 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.

2.9 Enquiries

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

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

2.10 Right of the Procurer to reject a Bid

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

2.11 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 Procurers/ Authorised Representative of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

3. EVALUATION CRITERIA

The Bid evaluation process comprises of the following two steps:

1. Step I – Responsiveness check
2. Step II – Bid evaluation

3.1 Step I - Responsiveness check

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

- Bids not received by the due date and time
- Validity of the bid less than 180 days from the date of submission of Bid
- Sufficient information not submitted in the Bid to be evaluated and/or information not submitted in specified formats
- Bid not signed by authorized signatory and / or sealed in the manner and to the extent indicated in this RFQ document.
- Bid not including the covering letter as per format in Annexure 4
- Bid submitted by a Bidding Consortium not including the Joint Deed Agreement
- Bids having Conflict of Interest
- The Bidder has not submitted by a disclosure as per Annexure 10
- 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.

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 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.

3.2.5 The total number of affiliates including the parent of the Bidding Company or a member of Bidding Consortium shall not exceed five.

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 8 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 3}
- ii. The role of each Member in Bidding Consortium{as per Annexure 3}
- iii. A letter of consent from each Member committing a specific investment.
- iv. A signed Joint Deed Agreement between the Members in a Bidding Consortium {as per Annexure 6}

- v. For each Member in Bidding Consortium,
 - Last five years unconsolidated/consolidated audited annual Accounts (in accordance with clause 2.1.4) 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. Covering Letter (Annexure 4)
- ii. Joint Deed Agreement between Members in a Bidding Consortium (Annexure 6)
- iii. Power of Attorney in favour of authorised signatory (Annexure 7)
- iv. Letter of consent from all Members in a Bidding Consortium.
- v. Initialing of all pages of Bid by authorised signatory of the Bidder
- vi. Executive Summary (Annexure 3)
- vii. Last five years Annual Reports containing unconsolidated/ consolidated audited accounts (in accordance with Clause 2.1.4), 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
- viii. Formats relating to financial and technical requirements (Annexure 8).
- ix. Disclosure regarding participation of any related company in this bid process (Annexure 10)
- x. 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.

ANNEXURE 1: INFORMATION ON THE PROCURER (S)

- 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

**ANNEXURE 2: 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.

ANNEXURE 3: 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

Sr. No.	Name of the Company	Role Envisaged	Details of the experience and financial capability

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 4: FORMAT OF COVERING LETTER

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

Dated the _____ day of _____ of 2008

To,

The Chief Engineer (Project)

Sangam Power Generation Company Limited

3rd Floor, Shakti Bhawan Extension,

14-Ashok Marg, Lucknow 226001

Uttar Pradesh.

Sub:- Supply of power on long term basis at the Generator Switch Yard Bus-bar

Ref:- RfQ dated [insert date]

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFQ documents for supply of power on long-term basis at the Generator Switch Yard Bus-bar, hereby submit our application for qualification.

CONTACT PERSON

Details of contact person are furnished as under:

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

We are enclosing herewith the Bid with duly signed formats, in 1 original + (2) copies as desired by you in your the RfQ for your consideration.

Dated the _____ day of _____ of 2008

The period of validity of the Bid to RfQ shall not be less than one hundred and eighty (180) days from the last date of submission of Bid.

Thanking you,

Yours faithfully,

(Signature, Name, Designation and Seal)

Business Address:

Name and address of principal Officer



ANNEXURE 5: Model Power Purchase Agreement

Will be provided at RFP stage.

**ANNEXURE 6: FORMAT FOR JOINT DEED AGREEMENT AMONG THE
BIDDING CONSORTIUM MEMBERS**

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

**FORM OF JOINT DEED AGREEMENT BETWEEN
M/S....., M/S.....,
M/S..... and M/S.....
FOR (-----)**

**AS PER SECTION 2.5.2.1 OF REQUEST FOR QUALIFICATION (RfQ)
BID DOCUMENT NO. (-----)**

THIS Joint Deed 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 "Partner-1", 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 "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s....., a Company incorporated under the laws of..... and having its Registered Office at (hereinafter called the "Partner-3", 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 "Partner-4", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into the Power Purchase Agreement (in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. (-----) for (-----) of [Name of the Procurer1] a [Company] incorporated under the [Company's Act, 1956, and having its Registered Office at and [Name of the Procurer2] a [Company] incorporated under the [Company's Act, 1956, and having its Registered Office at [.....] or its authorized representative (hereinafter called the Procurers).

WHEREAS the Procurers desired to purchase power through an International Competitive Bidding (ICB) process;

WHEREAS, the Procurers had invited Bids for Qualification vide its Bidding Document no. (RFQ Document No.)

AND WHEREAS Section 2.5.2.1 of the RFQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Procurers wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged project.

AND WHEREAS Section 2.5.2.1 of the RFQ document also stipulates that a Consortium Member shall provide along with the Bid, a Joint Deed Agreement as per prescribed format whereby the Consortium Members whose strength has been offered for evaluation, undertake to be jointly and severally liable to the Procurers to perform all the obligations under the Contract(s) to be entered into between the Procurers and the Consortium in pursuance inter alia of RFQ/RFP and the Power Purchase Agreement.

AND WHEREAS the Bid has been submitted to the Procurers vide proposal no. dtd..... in accordance with the relevant provisions of RFQ.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the Award of the Contract(s) by the Procurers to the Consortium, we the members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the RFQ for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here)..
2. (i) The parties hereto agree that the following Members of the Bidding Consortium shall be exempt from joint liability for contribution to the equity investment obligation of other Members, as envisaged under this Agreement.

[Insert name of Member Companies who would not be jointly liable along-with their proposed equity investment]

Although the aforesaid members are not jointly liable, they would be severally liable for the respective obligations undertaken by them.

- (ii) The parties hereto agree that the following Members of the Bidding Consortium shall be jointly and severally liable for contribution to the equity investment obligation.

[Insert name of Member Companies who would be jointly liable along-with their proposed equity investment]

(The aforesaid Member Companies are hereinafter referred to as" Jointly Liable Members")

- (iii) Notwithstanding anything contrary contained in this Agreement, the Jointly Liable Members shall always be jointly and severally liable for the equity investment obligations of all the Consortium Members i.e. the Jointly Liable Members shall be liable for both their own liability as well as the liability of Members who have been exempted.

- (iv) The lead member is hereby authorized by the members of Consortium and Partners to the Joint Deed Agreement to bind the consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.

3. The Lead Member shall be jointly 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 inter alia in para 1 herein above.

4. 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" (if such a company is to be established) is/shall be in the following proportion: (if applicable)

Name	Percentage
Partner 1	---

Name	Percentage
Partner 2	----
Partner 3	----
Partner 4	----
Total	100%

5. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium, and in the event of a shortfall, making good such contribution, as applicable;
6. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Jointly Liable Members shall be liable for the consequences thereof jointly and severally.

In the event of Procurers suffering any loss or damage on account of any breach of the Contract, Partner-1, Partner-2, Partner-3 and Partner-4 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the Procurers as per the provisions of the Contract, on its demand without any demure, protest and contest. In the event of the Buyer suffering any loss or damage on account of any breach of the Contract(s), partner-1, partner-2, partner-3 and partner-4 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the Buyer, on its demand without any demure, protest and contest. It shall, however, not be necessary or obligatory for the to proceed against Partner (1) to these presents before proceeding against the Partner (2), Partner (3) and Partner (4).

7. It is expressly understood and agreed between the Partners to this agreement that responsibilities and obligations of each of the partners shall be clearly delineated in Appendix-I to this agreement. It is further agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of joint and several responsibilities of the partners under those presents.
8. It is further specifically agreed that the financial liability of each of the partners of this joint Deed agreement, to the Procurers with respect of any

and all claims arising out of breach or non- performance of the Contract(s) shall, however, not be limited in any way so as to restrict or limit the liabilities of either of the partners. All the partners would be jointly and severally liable irrespective of their scope of work or financial commitments.

9. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
10. It is hereby agreed that in case of an award of contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of Procurers, as stipulated in the Bidding documents (RFQ/RFP and Power Purchase Agreement), jointly, on behalf of the consortium members, in favour of the Procurers.
11. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the Procurers.
12. 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.
13. It is hereby expressly understood between the partners to this joint Deed agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of [Name of the Procurers].

This Joint Deed Agreement

- (a) has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- (b) sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;

(c) may not be amended or modified except in writing signed by each of the Partners and with prior written consent of [Name of the Procurers]:

IN WITNESS WHEREOF, the partners to the joint Deed 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.

1. For M/s..... (Partner 1)

Common Seal of
M/s..... have been
affixed in my/ our presence pursuant to
Board/Board of Directors Resolution
dated_____

(Signature of the authorised
representative)

Name.....

Signature.....

Designation.....

2. For M/s..... (Partner 2)

Common Seal of
M/s..... have been
affixed in my/ our presence pursuant to
Board/Board of Directors Resolution
dated_____

(Signature of the authorised
representative)

Name.....

Signature.....

Designation.....

3. For M/s..... (Partner 3)

Common Seal of
M/s..... have been
affixed in my/ our presence pursuant to
Board/Board of Directors Resolution
dated_____

(Signature of the authorised
representative)

Name.....

Signature.....

Designation.....

4. For M/s..... (Partner 4)

Common Seal of
M/s..... have been
affixed in my/ our presence pursuant to
Board/Board of Directors Resolution
dated_____

(Signature of the authorised
representative)

Name.....

Signature.....

Designation.....



ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities 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) do hereby constitute, appoint and authorise 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 bid for the project envisaging construction of [Insert name of Project] in the country of India, including signing and submission of all documents and providing information / responses to [Insert Name], representing us in all matters before [Insert Name], and generally dealing with [Insert Name] in all matters in connection with our bid for the said Project.

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

Accepted..... (Signature)

(Name, Title and Address)
of the Attorney

Note:

- (1) To be executed by all the members in case of a Consortium.
- (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 when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE 8: FORMAT FOR FINANCIAL AND TECHNICAL REQUIREMENT

Annexure 8A	Formats for Financial Requirements to be filled by Bidding company/ each Member in Bidding Consortium
Annexure 8A1	Format for Internal Resource Generation
Annexure 8A2	Format for Networth
Annexure 8A3	Format for Annual Turnover
Annexure 8B	Formats for Financial Requirements for Consortium to be filled by Lead Member
Annexure 8B1	Format for Internal Resource Generation
Annexure 8B2	Format for Networth
Annexure 8B3	Format for Turnover
Annexure 8C	Format for Technical Experience to be filled by Bidding Company/ Lead Member
Annexure 8C1	Format for Technical Requirement – Development Experience
Annexure 8C2	Format for Technical Requirement – Ownership or Operation of Power Plant
Annexure 8D	Formats for Technical and Financial Requirement to be filled by Parents/Affiliates

ANNEXURE 8A: To be filled by Bidding Company/Each Member in a Consortium (Formats for Financial Requirement)

ANNEXURE 8A1: FORMAT FOR FINANCIAL REQUIREMENT– INTERNAL RESOURCE GENERATION

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

To,

The Chief Engineer (Project)

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the _____[insert name of the Bidding Company/Member in a Bidding Consortium] had Internal Resource Generation equal to at least Rs. 396 Crore or equivalent US\$ computed as five times the maximum internal resource generated based on audited annual accounts during any of the last five financial years. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered Internal Resource Generation of Bidding Company and/ or Parent/ Affiliate for the financial year -----as per following details:

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Internal Resource Generation (Rs. Crore)	Five times the Internal Resource Generation (Rs. Crore)
Company 1			

RFQ for long-term Power Procurement

Total			

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirement and form 8D has to be filled for each of such companies.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)

Internal Resource Generation Requirement to be met by [insert name of the Member] in proportion to the Equity Commitment: Rs. _____ Crore (Equity Commitment (%) * Rs. [Insert amount as per clause 2.1.2 (i)] .

For the above calculations, we have considered Internal Resource Generation by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Member:-[Insert Name of Member]

Name of Company	Relationship with Member	Internal Resource Generation (Rs. Crore)	Five times the Internal Resource Generation (Rs. Crore)
Company 1			

Total			

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

*Signature of
Chief Executive Officer/Managing Director*

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

Date;

Note:

RFQ for long-term Power Procurement

- 1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director Bidding Company or 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.*
- 3. Along with the above format, in a separate sheet, produce details of computation of Internal Resource Generation duly certified by Statutory Auditor.*

ANNEXURE 8A2: FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH
[on the letter head of Bidding Company/Each Member in a Bidding Consortium]

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Company/Member in a Bidding Consortium had a minimum Networth of Rs. 660 Crore or equivalent US\$ based on audited annual accounts of any of the last three (3) financial years. This Networth has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Networth by Bidding Company and/ or its Parent/ Affiliates for the financial year _____ as per following details:

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Networth (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Networth Requirement to be met by Member in Proportion to the Equity
Commitment: Rs.-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member* Parent/ Affiliate	Networth (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

*Signature of
Chief Executive Officer/Managing Director*

(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 or 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.*
- 3. Along with the above format, in a separate sheet, produce details of computation of Networth duly certified by Statutory Auditor.*

ANNEXURE 8 A3: FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER

To,

The Chief Engineer (Project)

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Company/Member in a Bidding Consortium had a Annual Turnover of Rs. 1,584 Crore or equivalent US\$ based on one of the last three years audited annual accounts. This Turnover has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered Turnover by Bidding Company and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Annual Turnover (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member:[Insert Name of Member]

Turnover Requirement to be met by Member in proportion to the Equity Commitment: Rs. -----Crore (Equity Commitment (%) * Rs. [Insert amount as per clause 2.1.2 (iii)]).

For the above calculations, we have considered Turnover by Member in a Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member* Parent/ Affiliate	Annual Turnover (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

*Signature of
Chief Executive Officer/Managing Director*

(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 and Statutory Auditor of the Bidding Company or 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.

3. Along with the above format, in a separate sheet, produce details of computation of Turnover duly certified by Statutory Auditor.



ANNEXURE 8 B: To be filled by Lead Member of the Consortium (Formats For Financial Requirement)

Annexure 8B1- FORMAT FOR FINANCIAL REQUIREMENT– INTERNAL RESOURCE GENERATION

[on the letter head of Lead Member of the Bidding Consortium]

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Consortium had Internal Resource Generation equal to at least Rs.396 Crore or equivalent US\$ computed as five times the maximum internal resource generated during any of the last five years audited annual accounts. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ

Name of Member Company in a Bidding Consortium (1)	Equity Commitment (%) (2)	Internal Resource Generation Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (3)	Internal Resource Generation of Members (Rs. Crore)* (4)	Internal Resource Generation eligible to be counted (lower of (3) and (4)) (5)
Member 1				

RFQ for long-term Power Procurement

Total Internal Resource Generation of Consortium for Financial Qualification Requirement			[Not to be filled]	

** These figures should be based on the figures in Annexure 8A1*

*Signature of
Chief Executive Officer/Managing Director*

(Please also affix common seal of Lead Member)

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 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 Lead Member.*
- 3. Along with the above format, in a separate sheet, produce details of computation of Internal Resource Generation duly certified by Statutory Auditor.*

**Annexure 8B2: FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH
[on the letter head of Lead Member in a Bidding Consortium]**

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Consortium had a minimum Networth of Rs. 660 Crore or equivalent US\$ based on any one of the last three years audited annual accounts. This Networth has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Name of Member in a Bidding Consortium (1)	Equity Commitment (%) (2)	Networth Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (3)	Networth of Members* (4)	Networth eligible to be counted (lower of (3) and (4))
Member 1				

Total Networth of Consortium for Financial Qualification Requirement			[Not to be filled]	

**These figures should be based on the figures in Annexure 8A2*

*Signature of
Chief Executive Officer/Managing Director*

(Please also affix common seal of Lead Member)

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 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 Lead Member.*
- 3. Along with the above format, in a separate sheet, produce details of computation of Networth duly certified by Statutory Auditor.*

Annexure 8B3: FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER

[on the letter head of Lead Member in a Bidding Consortium]

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Consortium had a Annual Turnover of Rs.1,584 Crore or equivalent US\$ based on one of the last three years audited accounts. This Turnover has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Name of Member in a Bidding Consortium (1)	Equity Commitment (%) (2)	Turnover Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (3)	Turnover of Members* (4)	Turnover eligible to be counted (lower of (3) and (4))
Member 1				

Total Turnover of Consortium for			[Not to be	

Financial Qualification Requirement		filled]	
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**These figures should be based on the figures in Annexure 8A3*

*Signature of
Chief Executive Officer/Managing Director*

(Please also affix common seal of Lead Member)

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 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 Lead Member.*
- 3. Along with the above format, in a separate sheet, produce details of computation of Turnover duly certified by Statutory Auditor.*

ANNEXURE 8 C: To be filled by Bidding Company/ Lead Member of the Consortium (Formats For Technical Requirement)

Annexure 8C1: FORMAT FOR TECHNICAL REQUIREMENT – DEVELOPMENT EXPERIENCE

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

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that the Bidding Company/Lead Member has experience of developing projects in the last 10 years whose aggregate capital cost is not less than Rs.990 Crore. Out of these projects, the capital cost of at least one project is equivalent or more than Rs. 400 Crores. This Technical Requirement has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ and on the basis of following projects:

Sl No	Name of Bidding Company/ Lead Member / or their respective Parent / Affiliates	Relationship with Bidding Company/Lead Member*	Project Name	% of Equity held from the time of Financial Closure to the commissioning/completion of the Project by the company mentioned	Nature of Project	Project Cost (Rs. Crore)	Date of Completion/ commissioning

RFQ for long-term Power Procurement

				<i>in column 2.</i>			
<i>1.</i>	<i>2.</i>	<i>3.</i>	<i>4.</i>	<i>5.</i>	<i>6.</i>	<i>7.</i>	<i>8.</i>
1				Project 1			
2	---			---			
3	---			---			
	Total						

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 8D has to be filled for each of such companies.*

Further, it is certified that [insert name of companies as mentioned in column No. 2] have/has held at least 26% equity in the [insert name of the project mentioned in column no. 4] from the Financial Closure till the date of commissioning/completion of the corresponding project.

*Signature of
Chief Executive Officer/Managing Director*

(Please also affix common seal of Bidding Company/ Lead Member)

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 Development Experience separately.*

Annexure 8C2: FORMAT FOR TECHNICAL REQUIREMENT – OWNERSHIP OR OPERATION OF POWER PLANT

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

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad. 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.


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

*Signature of
 Chief Executive Officer/Managing Director*

(Please also affix common seal of Bidding Company/ Lead Member)

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 8 D: To be filled by Parents/Affiliate of the Bidding Company/
Each Member of Consortium (Formats For Financial And Technical
Requirement)**

Annexure 8D

[on the letter head of Parent / Affiliate whose financial and/ or technical capability has been taken as per clause 3.2.4]

To,

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

Dear Sir,

Sub: Response to RFQ for Tariff Based Bidding Process of authorized representative – Sangam Power Generation Company Ltd., Tehsil Karchhana, Dist Allahabad.

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium] as per the provisions of the RfQ and that our Networth for the year ____, Internal Resource Generation for the year ____ and Turnover for the year ____ is as given below. The said Internal Resource Generation, Networth and Annual Turnover has been calculated in accordance with instructions provided in clause 2.1.2 of the RfQ.

Exhibit (i): Financial Parameters (as applicable)

Parameter	Rs. Crores	Financial Year
Internal Resource Generation		
Networth		
Annual Turnover		

Exhibit (ii): Technical parameters (as applicable)

RFQ for long-term Power Procurement

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium]as per RfQ and owns / operates a Power Plant with an aggregate gross capacity of ----- MW [Insert Capacity] & the said power plant is in operation as on the date of this certificate.

Sl. No	Project Name	Project Location	Capacity in MW	Owner/ Operator	Commercial Operation Date (CoD)

We certify that we have experience of developing projects in the last 10 years whose aggregate capital cost is Rs.----- [Insert amount] Crore. These Technical Requirement has been calculated as per the instructions provided in the clause 2.1.3 of the RfQ on the basis of following projects:

Sl No	Project Name	<i>% of Equity held from the time of Financial Closure till the commissioning /completion of the Project by the company</i>	Nature of Project	Project Cost (Rs. Crore)	Date of Completion/ commissioning
<i>1.</i>	<i>2.</i>	<i>3.</i>	<i>4.</i>	<i>5.</i>	<i>6.</i>
1	Project 1				
2	---				
3	---				


Further, it is certified that [insert name of companies] have/has held at least 26% equity in the [insert name of the project mentioned in column no. 2] from the Financial Closure to the time of commissioning of the corresponding project.

*Signature of
Chief Executive Officer/Managing Director*

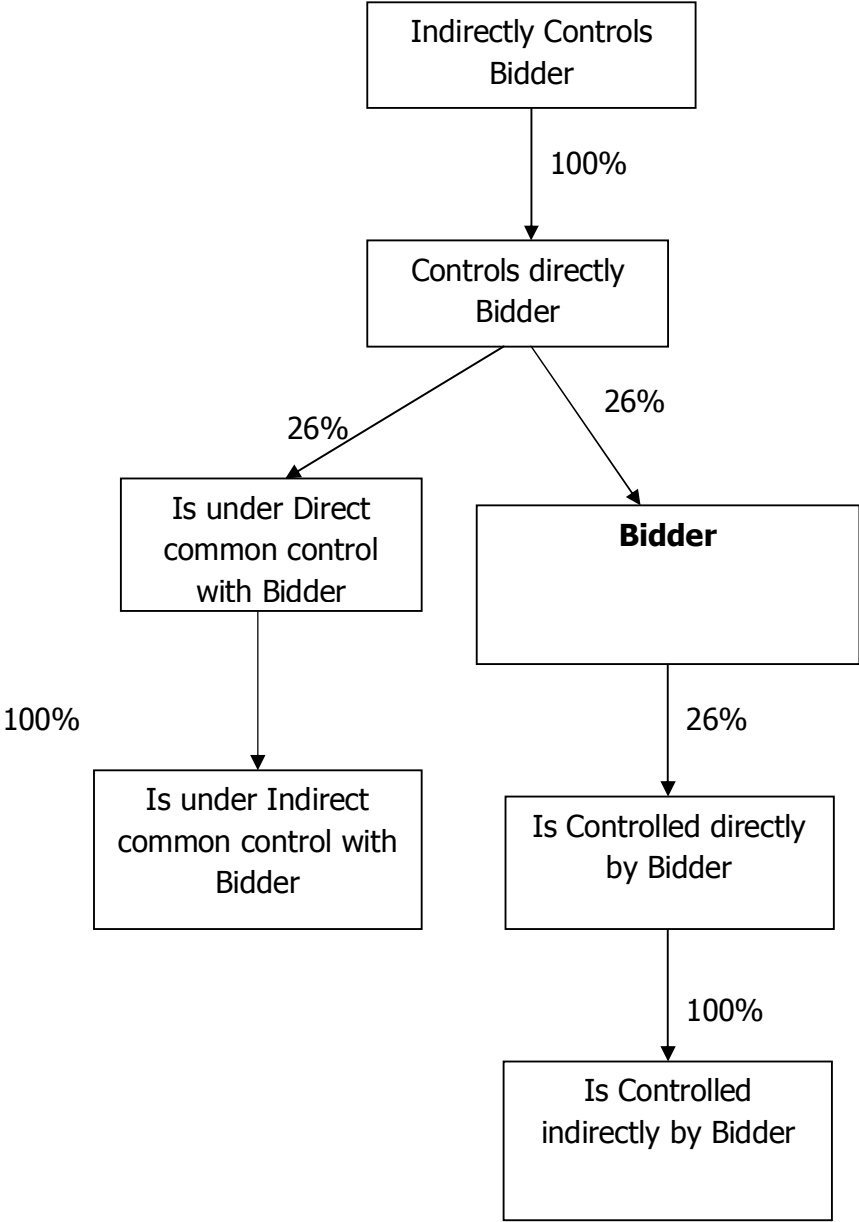
(Please also affix common seal Parent/ Affiliate)

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 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 Parent/ Affiliate.*
 - 3. Along with the above format, in a separate sheet, details of computation of Networth, Internal Resource Generation and Annual Turnover duly certified by Statutory Auditor.*
 - 4. Along with the above format, produce certificate of statutory auditor certifying Technical Capability separately.*
- 

ANNEXURE 9: ILLUSTRATION OF AFFILIATES



ANNEXURE 10: FORAMAT 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

Note:

- 1. 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.*
- 2. In case MD/ CEO is not capable of signing above disclosure, it shall be signed by a person authorized by the Board of Directors of the Bidding Company or of the Member, in case of a Consortium.*

**ANNEXURE 11: THERMAL GENERATION DEVELOPMENT POLICY 2008 OF
UTTAR PRADESH STATE**

Attached separately herewith (Available at UPPCL website)



ANNEXURE 12: UPERC ORDER ON APPROVAL OF RFQ

Attached separately herewith (Available at UPERC/ UPPCL website)