

STANDARD
REQUEST FOR PROPOSAL
DOCUMENT

FOR

SELECTION OF

TRANSMISSION SERVICE PROVIDER

THROUGH TARIFF BASED COMPETITIVE BIDDING
PROCESS

TO

ESTABLISH TRANSMISSION SYSTEM

FOR

..... [Insert NAME OF PROJECT]

ISSUED BY

..... (Name of Bid Process Co-ordinator)
Registered Office:.....

(Insert Name and Address of the BPC)

This Request for Proposal document for selection of Transmission Service Provider (TSP) through tariff based competitive bidding process to establish Transmission System for (Insert Name of Project) is issued by [Insert name of BPC] for the benefit of Long Term Transmission Customer(s) as named in Annexure 1.

This RFP document is issued to -

M/s.
.....
.....
.....
.....

Chief Executive

.....
(Name and address of the BPC)

Email:

Place:

Date:

Signature:

DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by the Bid Process Co-coordinator (BPC) to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
2. This RFP, along with its Annexures, is not transferable and will be issued only to the Bidding Company or the Lead Member of the Bidding Consortium who has been short listed by the BPC based on its response to RFQ. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.
3. While this RFP has been prepared in good faith, neither the BPC nor its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP. The Bidders shall satisfy themselves, on receipt of the RFP document, that the RFP 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 (10) days from the date of issue of this RFP document, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.

This bidding process is in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India under Section 63 of the Electricity Act, 2003. Revisions or amendments in these Bidding Guidelines may cause the BPC to modify, amend or supplement this RFP document, including the RFP Project Documents to be in conformance with the Bidding Guidelines.

4. Neither the 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 RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of BPC or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

5. By purchasing the RFP, the purchaser of the RFP, which may be the Bidder or any Member of the Bidding Consortium and each of the Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the responses to RFQ and the BPC's decision regarding the qualification or disqualification or short listing of the Bidders for sale of the RFP. The Bidders hereby expressly waive any and all objections or claims in respect thereof.
6. This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, the RFQ, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms 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, as amended or re-enacted from time to time, in that order.

“Acquisition Price” shall have the same meaning as defined in the Share Purchase Agreement;

“Affiliate” shall have the meaning as ascribed thereto in the RFQ;

“Allocated Project Capacity” shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as adopted by CERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

“Appropriate Commission” shall mean the Central Regulatory Commission referred to in sub-section (1) of section 76 of the Electricity Act, or the State Regulatory Commission referred to in section 82 of the Electricity Act or the Joint Commission referred to in section 83 of the Electricity Act, as the case may be;

“Appropriate Government” shall mean the Central Government in case of any Inter-State Transmission System and the appropriate state government in case of an Intra-State Transmission System;

“Bid” shall mean Non-Financial Bid and Financial Bid submitted by the Bidders, in response to this RFP, in accordance with the terms and conditions thereof;

“Bidder” for the purpose of the RFP, shall mean Bidding Company (including its permitted successors and legal assigns subject to fulfillment of conditions given in RFQ) or Bidding Consortium (including permitted successors and legal assigns of its Members subject to fulfillment of conditions given in RFQ) which meets the Qualification Requirements as specified in the RFQ and has been short-listed by BPC based on its response to RFQ for submission of Bid and has duly purchased the RFP from the BPC;

“Bidding Company” for the purpose of the RFP, shall refer to such single company (including its permitted successors and legal assigns subject to fulfillment of conditions given in RFQ) which meets the Qualification Requirements as specified in the RFQ and has been

short-listed by BPC based on its response to RFQ for submission of Bid and has duly purchased the RFP from the BPC;

“Bidding Consortium” or **“Consortium”** for the purpose of the RFP, shall refer to such group of companies (including its permitted successors and legal assigns subject to fulfillment of conditions given in RFQ) which meets the Qualification Requirements as specified in the RFQ and has been short-listed by BPC based on its response to RFQ for submission of Bid and has duly purchased the RFP from the BPC;

“Bidding Guidelines” shall mean the “Tariff Based Competitive Bidding Guidelines for Transmission Service” and “Guidelines for Encouraging Competition in Development of Transmission Projects” issued by Government of India, Ministry of Power dated 13th April 2006 under Section – 63 of Electricity Act and as amended from time to time;

“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees(Rs.....) only [Bid Bond would be computed on the basis of Rs. 3 lakhs per km for the total Transmission Line length (including all 765 kV, 400 kV and other lines irrespective of conductors per phase, substations, switching stations, transformers etc.) of the Project, , to be submitted along with the Bid by the Bidder under Clause 2.20of this RFP, as per the format prescribed in Annexure 2;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP, specified in Clause 2.16.1;

“Bid Process Coordinator or BPC” shall mean a person or its authorized representative as notified by the Government of India / concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

“CEA” shall means the Central Electricity Authority constituted under Section -70 of the Electricity Act;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of the Electricity Act, 2003 or its successors;

“Change in Ownership” shall mean change of ownership of the Bidder / Member in a Bidding Consortium by way of merger / acquisition / amalgamation / reorganization / consolidation / demerger;

“Conflict of Interest”: A Bidder shall 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 company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Commercial Operation Date (COD)” shall mean the date of charging the Project or part thereof to its rated voltage level or seven days after the date on which it is declared ready for charging by the Transmission

Licensee, but is not able to be charged for reasons not attributable to the Transmission Licensee, its suppliers or contractors;

Provided that the date of commercial operation shall not be a date prior to the Scheduled Date of Commercial Operation mentioned in the TSA, unless mutually agreed to by all parties;

“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;

“Contract Performance Guarantee” shall have the meaning as per Clause 2.21 of this RFP;

“Contract Year” shall mean the period beginning on the Scheduled COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) the last Contract Year shall end on the last day of the term of the TSA;

Provided that for the purpose of payment, the Contract Year shall be the applicable Contract Year as per Annexure-4 of this RFP;

“CTU/Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act, 2003;

“Effective Date” shall have the meaning as ascribed thereto in the TSA;

“Element” shall mean each Transmission Line or each circuit if the Transmission Lines (where there are more than one circuit) or each bay of the Sub-station or switching station or HVDC terminal or inverter station of the Project, which has a separate scheduled COD as per Schedule 4 of the TSA and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 7 of the TSA;

“Empowered Committee” shall mean the committee constituted by the Ministry of Power, Government of India in terms of Clause 13 of the “Guidelines for Encouraging Competition in Development of Transmission Projects”, notification no 11/5/2005-PG(ii) of the Government of India, Ministry of Power, dated 13th April 2006;

“Financial Bid” shall mean Envelope II of the Bid, containing the Bidder’s Quoted Transmission Charges as per the format at Annexure–4 of this RFP;

“Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the financial requirements set forth in the RFQ;

“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;

“Inter State Generating Station” or “ISGS” shall mean a Central / other generating station in which two or more states have shares and whose scheduling is to be coordinated by the Regional Load Despatch Centre;

“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;
- (iii) The transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility;

“Intra-State Transmission System” shall mean any system for transmission of electricity other than an Inter-State Transmission System;

“Lead Member of the Bidding Consortium” or “Lead Member” shall have the meaning as ascribed thereto in the RFQ;

“Lead Long Term Transmission Customer” shall have the meaning as ascribed thereto in the TSA;

“Letter of Intent” or “LoI” shall mean the letter to be issued by the BPC to the Bidder, who has been identified as the Selected Bidder, for award of the Project to such Bidder;

“Levelized Transmission Charges” shall mean the Transmission Charges calculated in accordance with the provisions of Clause 3.3.2 in this RFP;

“Long Term Transmission Customer” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to entities listed in Annexure-1 of this RFP or any such other person who executes a supplementary agreement for availing transmission service as per the provisions of the TSA;

“**MOP**” shall mean the Ministry of Power, Government of India;

“**MOEF**” shall mean the Ministry of the Environment and Forests, Government of India;

“**Non Financial Bid**” shall mean Envelope I of the Bid, containing the documents as listed out in Clause 2.14.1.1 of this RFP;

“**Parent Company**” shall have the meaning as ascribed thereto in the RFQ;

“**Quoted Transmission Charges**” shall mean the sum of the Quoted Escalable Transmission Charges and Quoted Non-Escalable Transmission Charges indicated by the Bidder as part of its Financial Bid as per the format in Annexure–4 of this RFP;

“**Quoted Escalable Transmission Charges**” shall mean the charges as quoted by the Bidder and indicated in column 5 of Annexure–4;

“**Quoted Non-Escalable Transmission Charges**” shall mean the charges as quoted by the Bidder and indicated in column 4 of Annexure–4;

“**RFP**” shall mean this Request for Proposal document along with all schedules, annexures and RFP Project Documents attached hereto and shall include any modifications, amendments, alterations or clarifications thereto;

“**RFQ**” shall mean the Request for Qualification document issued by BPC for tariff based competitive bidding process for selection of TSP to execute the Project and shall include any modifications, amendments or alterations or clarifications thereto;

“**RFP Project Documents**” shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements:

- a. TSA,
- b. Share Purchase Agreement, and
- c. Any other agreement, as may be required;

“**Scheduled COD**” shall have the meaning as ascribed hereto in Clause 2.15 of this RFP;

“**Share Purchase Agreement**” shall mean the agreement amongst [Insert name of the holding company of SPV] [Insert Name of the SPV] and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the [Insert name of SPV] for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

“Short Term Transmission Customer(s)” shall mean a transmission customer other than the Long Term Transmission Customer;

“Successful Bidder” or **“Selected Bidder”** shall mean the Bidder selected pursuant to this RFP to acquire one hundred percent (100%) equity shares of [Insert name of SPV], along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and maintain basis as per the terms of the TSA and other RFP Project Documents;

“Survey Report” shall mean the report containing initial information regarding the Project and other details provided as per the provisions of Clause 1.5 (a) of this RFP;

“Technically Evaluated Entity” shall mean the entity which has been evaluated for the satisfaction of the technical requirements set forth in the RFQ;

“Transmission Charges” shall mean the charges payable to TSP by the Long Term Transmission Customers pursuant to the TSA, as adopted by the Appropriate Commission;

“Transmission License” shall mean the license granted by the Appropriate Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act, 2003;

“Transmission Licensee” shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

“Transmission Lines” shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

“Transmission Service Agreement” or **“TSA”** shall mean the agreement entered into between Long Term Transmission Customer(s) and the TSP pursuant to which TSP shall build, own, operate and maintain the Project and make available the assets of the Project to Long Term Transmission Customer(s) on a commercial basis and a draft of which is attached hereto and marked as Format 1 of Annexure 3, including all its schedules, annexures and all amendments or modifications;

“Transmission Service Provider” or **“TSP”** shall mean [Insert name of the SPV], which has executed the Transmission Service Agreement and has been / shall be acquired by the Selected Bidder;

“Transmission System” shall mean a line 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;

“Ultimate Parent Company” shall have the meaning as ascribed thereto in the RFQ.

SECTION 1

INTRODUCTION

1. INTRODUCTION

- 1.1 The Government of India, Ministry of Power, vide its notification No. dated has notified[Insert name of BPC] to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Transmission System for [Insert name of the Project] through tariff based competitive bidding process.
- 1.2 The BPC now invites Bids for selection of Transmission Service Provider to establish the Transmission System as detailed below in the table for [Insert Name of the Project] (hereinafter referred to as 'Project') on build, own, operate and maintain basis, and to provide transmission service on a long term basis to the Long Term Transmission Customers, as listed out in Annexure-1 of this RFP. The BPC reserves the right to add, delete or replace any Long Term Transmission Customer(s) to the list.

Sl. No.	Transmission System for[Insert Name of Project] [Table to be filled in by BPC with details as applicable]
I.	Transmission Lines:
II.	Sub-stations:
III.	Switching-stations:
IV.	HVDC links including terminal stations:
V.	HVDC transmission line:

- 1.3 The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not available under certain conditions, the other equivalent internationally recognized Standards and Codes shall be followed, with prior approval of CEA.
- 1.4 The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of [Insert name of SPV] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, thirty (30) days prior to the Bid Deadline.

The [Insert name of SPV], of which one hundred percent (100%) equity shares has been acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the

Project, and to provide Transmission Service on a long term basis to the Long Term Transmission Customers as per the terms of the RFP Project Documents.

1.5 The BPC has initiated development of the Project and shall be responsible for the tasks in this regard as specified hereunder:

a) Provide to the Bidders a Survey Report for the Project at least ninety (90) days prior to the Bid Deadline. The Survey Report will contain information regarding the transmission line, i.e. voltage level, line configuration (i.e., S/C or D/C), indicative route alignment, conductor type, conductor configuration and type of terrain likely to be encountered.

Provided that neither the 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.

b) To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from Appropriate Government at least thirty (30) days prior to Bid Deadline.

c) To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations.

d) To initiate process of seeking forest clearance, if required.

e) Intimate the Bidders at least thirty (30) days prior to the Bid Deadline, the name of the BPC for the purpose of issue of the Bid Bond and the place where the Bid Bond shall be payable by the Guarantor Bank.

f) Any addition, deletion or replacement to the list at Annexure 1, will be communicated at least 30 (thirty) days prior to the Bid Deadline. Further, the entities which are legally permitted to sign the TSA on behalf of the Long Term Transmission Customer(s) shall also be intimated to the Bidders at least thirty (30) days prior to the Bid Deadline.

g) The BPC shall intimate the Bidders, the Acquisition Price payable by the Selected Bidder to the..... [Insert name of the holding company of the SPV] for the acquisition of one hundred percent (100%) of the equity shareholding of

[Insert Name of the SPV], along with all its related assets and liabilities at least thirty (30) days prior to Bid Deadline.

- h) The BPC shall ensure issuance of all finalized RFP Project Documents at least thirty (30) days prior to the Bid Deadline.

[Note: In the case of pre-signed documents being made available to the Bidders prior to the Bid Deadline, the above immediately preceding paragraph needs to be replaced by the following: “The BPC shall ensure issuance of all finalized RFP Project Documents duly executed, except for the Share Purchase Agreement, at least thirty (30) days prior to the Bid Deadline.”]

Provided that for any delay in meeting the above obligations of the BPC within the specified time period above, the Bid Deadline as per Clause 2.16 shall be extended on a day for day basis.

- 1.6 The Ministry of Power and the appropriate State Government(s) have agreed to provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.
- 1.7 All Bidders are required to submit their Bid in accordance with the instructions set forth in this RFP.
- 1.8 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC in relation to the Project, shall be handed over to the Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents, Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.
- 1.9 The assets of the 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.

SECTION 2

INFORMATION AND INSTRUCTIONS TO BIDDERS

2. INFORMATION AND INSTRUCTIONS TO BIDDERS

- 2.1 Bidders shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits.
- 2.2 All Bidders are required to ensure compliance with the standards and codes mentioned in Clause 1.3.
- 2.3 The drafts of the following RFP Project Documents have been attached to this RFP.
 - a) TSA as per Format-1 of Annexure 3.
 - b)[to be inserted by the BPC]
 - c)[to be inserted by the BPC]

Further, the draft of the following RFP Project Documents shall be provided at least ninety (90) days before the Bid Deadline:

- a)[to be inserted by the BPC]
- b)[to be inserted by the BPC]

[Note: In case of project specific RFP, the above immediate paragraph to be removed in case all the RFP Project Documents are attached with this RFP]

When the drafts of the above RFP Project Documents are provided by the BPC, these RFP Project Documents shall form part of this RFP as formats [the BPC to insert the number of formats] under Annexure-3.

Upon finalisation of the RFP Project Documents after incorporating the amendments envisaged in Clause 2.13, the Long Term Transmission Customer(s) shall initial all the pages of the RFP Project Documents and the BPC shall deliver copies of the same to the Bidders at least thirty (30) days prior to the Bid Deadline.

[Note: In the case of pre-signed documents being made available to the bidders prior to the Bid Deadline, the above immediately preceding paragraph needs to be replaced by the following:

“Upon finalization of the RFP Project Documents after incorporating the amendments as envisaged in Clause 2.13 of this RFP, all the RFP Project Documents, except for the Share Purchase Agreement, shall be duly executed by the [Insert Name of the SPV] and the Long Term Transmission Customers, and copies delivered to the Bidders at least 30 (thirty) days prior to the Bid Deadline.”

The RFP Project Documents shall be signed in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

2.4 Within thirty (30) days of the issue of the Letter of Intent, the Selected Bidder shall:

- a) provide the Contract Performance Guarantee in favour of the Long Term Transmission Customers as per the provisions of Clause 2.21;
- b) execute the Share Purchase Agreement and all other RFP Project Documents as listed in Annexure-3;
- c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert Name of the SPV] from [Insert name of holding company of the SPV], who shall sell to the Selected Bidder, the equity shareholding of [Insert Name of the SPV], along with all its related assets and liabilities;

Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert Name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.

- d) make an application to the Appropriate Commission for the adoption of Transmission Charges, as required under section 63 of the Electricity Act 2003.
- e) execute the RFP Project Documents in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

Provided further that, if for any reason attributable to the BPC, the above activities are not completed by the Selected Bidder within the above period of thirty (30) days as mentioned in this Clause, such period of 30 days shall be extended, on a day for day basis till the end of the Bid validity period.

All stamp duties payable for executing the RFP Project Documents shall be borne by the Successful Bidder.

2.5 After the date of acquisition of the equity shareholding of [Insert Name of the SPV], along with all its related assets and liabilities, by the Selected Bidder,

- i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Lead Long Term Transmission Customer,

- ii. all rights and obligations of [Insert name of the SPV], shall be of the TSP,
- iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Long Term Transmission Customers and
- iv. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.

2.6 Within thirty (30) days of the issue of the Letter of Intent, the TSP shall apply to the Appropriate Commission for grant of Transmission License.

2.7 If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.4, 2.5 and 2.6, and provided that the Long Term Transmission Customer(s) and/or other parties to the respective RFP Project Documents are willing to *execute the said documents* and [Insert name of holding company of the SPV] is willing to sell the entire equity shareholding of [Insert Name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.

[Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, “*execute the said documents*” shall be replaced by “*execute the Share Purchase Agreement*”]

2.8 If the TSP fails to obtain the Transmission License from the Appropriate Commission, it will constitute sufficient grounds for annulment of award of the Project.

2.9 The annulment of award, as provided in Clauses 2.7 and 2.8 of this RFP, will be done by the Empowered Committee after giving the Selected Bidder / TSP an opportunity to be heard.

2.10 Point of contact in case of Bidding Consortium

2.10.1 In case of Bid being submitted by a Consortium, the Lead Member of the Consortium will be the single point of contact for the purposes of the bid process before the date of signing of last of the RFP Project Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the BPC and/or the Long Term Transmission Customer(s) and the BPC and/or Long Term Transmission Customer(s) shall not bear any liability whatsoever on

this account.

2.11 Transmission Charges

2.11.1 The Transmission Charges shall be as specified in the TSA and shall be payable to the TSP in Indian Rupees only. The Bidders shall quote Transmission Charges for each Contract Year during the term of the TSA as per the format at Annexure-4.

2.11.2 The Quoted Transmission Charges of the Selected Bidder shall be inserted in Schedule 7 of the TSA.

2.12 Clarifications and Pre-bid Meeting

2.12.1 The Bidders may seek clarifications or suggest amendments to the RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach the BPC at the address indicated in Clause 2.23 within the date and time mentioned in Clause 2.16.2. For any such clarifications or amendments the Bidders should adhere to the format as per Annexure-7.

2.12.2 The Bidders or their authorized representatives are invited to attend the pre-bid meeting(s), which will take place on date as specified in Clause 2.16.2, or any such other date as notified by the BPC. The time and address of this would be intimated later.

2.12.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.12.1.

2.12.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.12.5 The BPC is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

2.12.6 In case Bidders need any further clarifications not involving any amendments in respect of final RFP, they should ensure that written request for such clarification is delivered to the BPC at least fifteen (15) days prior to the Bid Deadline as mentioned in Clause 2.16.1. The BPC may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause 2.12.6.

2.13 Amendment of RFP

2.13.1 Any time before the timeline mentioned in Clause 2.16.1, the BPC may, for any reason, whether at its own initiative or in response to a clarification requested by any Bidder, modify or amend the RFP, including the timelines specified in Clause 2.16.2 in this RFP.

2.13.2 The amendment to the RFP shall be notified in writing through a letter or fax or e-mail to all the Bidders and shall be binding on them.

2.13.3 In order to give Bidders reasonable time to take the above amendments into account in preparing their Bids, the BPC may, at its discretion, extend the Bid Deadline.

2.14 The Bidding Process

2.14.1 Bid Formats

The Bids in response to this RFP will be submitted by the Bidders in the manner provided in Clause 2.18. The Bids shall comprise of the following:

2.14.1.1 Envelope I – Non- Financial Bid comprising of:

1. Board resolutions, as per prescribed formats enclosed as Annexure-8, duly certified by the Company Secretary / Managing Director, as applicable to the Bidder and mentioned hereunder,

(a) Board resolution from the Bidding Company (and any investing Affiliate / Parent Company / Ultimate Parent Company) committing one hundred percent (100%) in aggregate of the equity requirement for the Project – Format-1 of Annexure-8;

(b) Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate / Parent Company / Ultimate Parent Company) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium – Format-1 of Annexure-8;

(c) In either of the cases as in (a) or (b) above as applicable, Board resolutions as per Format 2 of Annexure 8 for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFQ

OR

Board resolutions as per Format 2 of Annexure 8 from the Parent Company or the Ultimate Parent Company for total equity investment commitment.

Provided that such Board resolutions, as specified in (a) or (b) or (c) above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

For clarity sake, illustrations identifying which Board Resolution shall be applicable in typical cases are provided in Annexure 13-A.

2. Bid Bond, as per the prescribed format at Annexure-2;
3. Bidders Undertakings and details of equity investment in Project (as per prescribed formats 1 and 2 of Annexure-6);
4. Covering Letter (as per prescribed format enclosed as Annexure-9);
5. Original power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto as Format-1 of Annexure-10.

Additionally, in case of a Bidding Consortium, the power of attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in Original as per format attached hereto as Format-2 of Annexure-10.

Provided that in the event the Bidding Company or the Lead Member of the Consortium or any Member of the Bidding Consortium, as the case may be, is a foreign entity, it may issue Board resolutions in place of power of attorney for the purpose of fulfilling these requirements.

6. Undertaking from the Technically / Financially Evaluated Entity (ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in Annexure-10A, to meet any shortfall in the equity investment by the Selected Bidder in the [Insert name of the SPV].

Note: The effective Equity holding of the Selected Bidder in the [Insert name of the SPV], as specified in Clause 2.14.4.1 shall be computed as per the provisions of Clause 2.14.4.3 of this RFP.

Provided further, in case the Bidding Company or Member of a Consortium, (as the case may be) holds at least twenty-six percent

(26%) equity in such Technically/Financially Evaluated Entities, whose credentials have been considered for the purpose of meeting the Qualification Requirements as per the RFQ, no such Undertaking shall be required from the Technically / Financially Evaluated Entities.

7. Disclosure as per Annexure 14 regarding participation of any related companies in this bidding process.
8. Checklist for response to RFP submission requirements as per Annexure 15.

2.14.1.2 Envelope II – Financial Bid (as per prescribed format at Annexure-4).

The Bidders shall inter-alia take into account the following while preparing and submitting the Financial Bid:-

- a. The Bidders shall quote Transmission Charges having two components, namely:
 - i. Quoted Escalable Transmission Charges, and
 - ii. Quoted Non-Escalable Transmission Charges
- b. In case of Quoted Escalable Transmission Charges, the Bidders shall quote charges only for the first Contract Year after Scheduled COD of the Project, subject to Sl. No. (f) below.
- c. Ratio of minimum and maximum Quoted Transmission Charges during the term of TSA shall not be less than zero point seven (0.7) and this ratio shall be applied only at the Bid evaluation stage on the Quoted Transmission Charges after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3. In addition, the Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3) for any Contract Year should not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, and this percentage shall be applied only at the Bid evaluation stage.
- d. The Quoted Transmission Charges as per the format at Annexure-4 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and

maintenance of the Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.

- e. Bidders are required to quote Transmission Charges for the Contract Years, commencing from the Scheduled COD of the Project up to the 25th anniversary of the grant of Transmission License, as per the format at Annexure-4.
- f. Bidders shall have the option to quote firm Quoted Transmission Charges for the period from the date of Scheduled COD of the Project till the 25th anniversary of the grant of the Transmission License, i.e., where the Quoted Escalable Transmission Charges shall be 'nil' for all the Contract Years.
- g. Annexure 4 duly signed by authorized signatory.

2.14.1.3 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.14.1.4 The Bidders should note that:

- (a) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the BPC reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in TSA shall apply.
- (b) If for any reason the Bid of the Bidder with the lowest evaluated Levelized Transmission Charges is rejected or Letter of Intent issued to such Selected Bidder is cancelled, the BPC may:-
 - i. Invite best reduced financial bids from those Bidders whose Bids are responsive and valid; or
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the BPC¹
- (c) Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the BPC and the Long Term Transmission Customer(s) and shall not be returned to the Bidders.

¹ BPC shall record reasons for the same.

- (d) Language of the Bid shall be English only.
- (e) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Annexure-9.
- (f) The BPC may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Transmission Charges shall be sought or permitted by the BPC.
- (g) Non submission and/or submission of incomplete data/information required under the provisions of the RFQ and RFP shall not be construed as waiver on the part of the BPC of the obligation of the Bidders to furnish the said data/information unless the waiver is in writing.

2.14.2 Bidders to inform themselves fully

2.14.2.1 The Bidders shall make independent enquiry and satisfy themselves with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. Once the Bidders have submitted their Bids, the Bidders shall be deemed to have inspected and examined the site conditions (including but not limited to its surroundings, its geological condition and the adequacy of transport facilities to the site), the laws and regulations in force in India, the transportation facilities available in India, the grid conditions, the adequacy and conditions of roads, bridges, railway sidings, ports, etc. for unloading and/or transporting heavy pieces of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the transmission of power. Accordingly, each Bidder acknowledges that, on being selected as Successful Bidder and on acquisition of one hundred percent (100%) of the equity shares of the [Insert Name of the SPV], the TSP shall not be relieved from any of its obligations under the RFP Project Documents nor shall the TSP be entitled to any extension in Scheduled COD mentioned in this RFP or financial compensation for any reason whatsoever.

2.14.2.2 In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act, 1956, Environment Protection Act 1986 and Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, Land Acquisition Act, 1894, the Indian Telegraph

Act 1885, Labour & Employment Laws of India, [Insurance Act] the regulations/standards framed by Appropriate Commissions and CEA, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2004, along with related amendments brought in from time to time.

The BPC shall not entertain any request for clarifications from the Bidders regarding the above laws / acts / rules / regulations / standards. Non-awareness of the same shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidders undertake and agree that, before submission of their Bid, all such factors as generally brought out above, have been fully investigated and considered while submitting their Bids.

- 2.14.2.3 Bidders may visit the route of the Transmission Lines associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid.
- 2.14.2.4 The BPC has carried out a survey of the Transmission Lines associated with the Project and shall provide each Bidder with its Survey Report of the Project. Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid.
- 2.14.2.5 Failure to investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.
- 2.14.2.6 The Selected Bidder shall obtain all necessary Consents, Clearances and Permits as required. The Bidders shall familiarize itself with the procedures and time frame required to obtain such Consents, Clearances and Permits.
- 2.14.2.7 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch instructions / codes, etc. The Bidders are also advised

to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is available on the websites of Regional / State Load Despatch Centres.

2.14.3 Change in the composition of the Bidder

2.14.3.1 If any Bidder makes a request for Change in Ownership or change in membership of a Bidding Consortium or change from Bidding Consortium to Bidding Company or change from Bidding Company to Bidding Consortium as per Clause 2.2.6 of the RFQ, the Bidder shall submit all information for fulfilling the Qualification Requirements, in the formats specified in the RFQ. All such information required to be submitted in support of meeting the Qualification Requirements should be as of the dates specified in the RFQ.

2.14.3.2 The BPC reserves the right to seek additional information from the Bidders, if found necessary, during the course of examination of such request for change. In such a case, the BPC shall intimate the Bidders about its decision, at least fifteen (15) days prior to Bid Deadline.

2.14.3.3 In case of non compliance with any of the conditions of Clause 2.2.6 of the RFQ, the BPC reserves the right to reject the Bid or cancel the Letter of Intent, if issued and the provisions of Clause 2.14.1.4 (b) shall apply.

2.14.4 Minimum Equity holding/Equity Lock-In

2.14.4.1 (a) The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of [Insert Name of the SPV] shall not be less than the following:

- (i) Fifty one percent (51%) up to a period of (2) two years after COD of the Project; and
- (ii) Twenty six percent (26%) for a period of three (3) years thereafter.

(b) In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (i) and (ii) above.

(c) If equity is held by the Affiliates, Parent Company or Ultimate

Parent Company, then subject to the second proviso of this Clause 2.14.4.1 (c), such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in[Insert Name of the SPV] to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

Provided that in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction shall apply to such entities.

Provided further, that the aggregate equity share holding of the Bidding Consortium or a Bidding Company in the issued and paid up equity share capital of [Insert name of the SPV] shall not be less than fifty one percent (51%) up to a period of two (2) years after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). The Lead Member shall continue to hold equity of at least twenty six percent (26%) up to a period of five (5) years after COD of the Project. In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a)(i) and (a)(ii) above.

(d)All transfer(s) of shareholding of[Insert Name of SPV] by any of the entities referred to above, shall be after prior written permission from the Lead Long Term Transmission Customer.

2.14.4.2 The Selected Bidder may invest in the equity share capital of [Insert Name of SPV] through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Non Financial Bid as per Format 2 of Annexure 6 of the RFP. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.14.4.1 and as computed as per the provisions of Clause 2.14.4.3 are still maintained.

2.14.4.3 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such

Affiliate(s) or Ultimate Parent Company in[Insert Name of SPV] shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in[Insert name of the SPV], then holding of Selected Bidder A in[Insert name of the SPV] shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in[Insert Name of the SPV], then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in[Insert Name of SPV] shall be fifteen percent (15%), (i.e., 30%* 50%);

2.14.4.4 The provisions as contained in this Clause 2.14.4 and Article of the TSA shall override the terms of the Consortium Agreement submitted by the Bidder as part of the RFQ.

2.15 Project Schedule

2.15.1 All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;

Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element [BPC to insert precedence of commissioning of Element(s) in project specific RFP and RFP Project Documents]
1.				
2.				
3.				
.				

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: [to be inserted by BPC].
 [In case of augmentation Projects, BPC may allow Bidders to quote a date earlier than the Scheduled COD]

[Note: List of Element(s) along with the critical Element(s) to be provided by CEA]

2.16 Due dates

2.16.1 The Bidders should submit the Bids so as to reach the address specified in Clause 2.18.4 by [time to be specified by BPC] hrs (IST) on[date to be specified by BPC]:

2.16.2 Important timelines are mentioned below:

Date	Event
[Issue of RFP Date to be specified by BPC]	Issuance of RFP
[Issue of RFP Date + 15 Days]	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-7.
[Insert Date(s) of pre-bid]	Pre-Bid meeting(s)
[Issue of RFP Date + 45 days]	Issue of revised RFP, if required, with balance RFP Project Documents, if any.
[Issue of RFP Date + 60 days]	Submission of written clarifications/amendments, if any, on the balance RFP Project Documents only, by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-7.
[Issue of RFP Date + 105 days]	Issue of <i>final RFP Project Documents</i> ²
[Issue of RFP Date + 135 Days]	Submission of Bid
[Issue of RFP Date + 135 Days]	Opening of Non Financial Bid
[Issue of RFP Date + 155 days]	Opening of Financial Bid
[Issue of RFP Date + 165]	Selection of Successful Bidder and issue of Lol

² Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customer(s) being provided before the Bid Deadline, "*final RFP Project Documents*" to be replaced by "*signed RFP Project Documents (except for the Share Purchase Agreement)*".

Date	Event
days]	
[Issue of RFP Date + 195 days]	Signing of <i>RFP Project Documents</i> ³ and transfer of[Insert name of the SPV]

[BPC to provide specific dates in the table above]

2.17 Validity of the Bid

2.17.1 The Bidders shall submit the Bid which shall remain valid up to..... [Insert date of one hundred and eighty (180) days from the Bid Deadline]. The BPC reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.17.2 The BPC may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response, thereafter, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the BPC, the BPC shall not be entitled to invoke the Bid Bond. A Bidder accepting the BPC’s request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the BPC within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.18 Method of submission

2.18.1 Bids are to be submitted in single closed envelope (as mentioned in Clause 2.18.2), containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid), each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcribed in the following way;

Envelope I (Non-Financial Bid) superscript -

“Bid for selection of Transmission Service Provider to establish Transmission System for: [Insert Name of Project]”

Name of the Bidder:

.....

Due for opening on

.....

³ Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, “RFP Project Documents” shall be replaced by “Share Purchase Agreement”.]

Envelope I: Non Financial Bid ”

Envelope II (Financial Bid) superscript -

“Bid for selection of Transmission Service Provider to establish Transmission System for: [Insert Name of Project]

Name of the Bidder

.....
.....

Due for opening on:

.....

Envelope II: Financial Bid”

2.18.2 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) (mentioned in Clause 2.18.1) for the Bid to be submitted by Bidders should be packed in a single closed envelope, with the following superscript:

“Bid for selection of Transmission Service Provider to establish Transmission System for: [Insert Name of Project]”

Due for opening on [BPC to insert date of opening of Non-Financial Bid]

[Insert Address of the BPC]

“Name of the Bidder”

2.18.3 The Bidders have the option of sending their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach the BPC at the specified address by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. The BPC shall not be responsible for any delay in receipt of the Bids. Any Bid received by the BPC after the Bid Deadline shall be returned unopened.

2.18.4 Bids shall be submitted at the following address by the Bid Deadline specified in Clause 2.16.1.

.....
.....

.....
[Insert Address of BPC where Bids are to be received]

2.18.5 It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information/documents, the BPC shall not be responsible for premature opening of the Financial Bid.

All pages of the Bid, except for the Bid Bond (Annexure 2) and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted in this regard shall be signed by the authorized signatory at least on the first and last page of such document.

2.18.6 Bidders shall submit the Bid in one (1) original plus
(.....) copies [BPC to insert number of copies], duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked "ORIGINAL", and all other copies are to be clearly marked "COPY OF BID". In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.

2.18.7 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the BPC as per Clause 2.14.1.4 (f)

Provided that a Bidder shall always have the right to withdraw / modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder, then such Bid shall be returned unopened.

2.18.8 If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcribed as per the specified requirement, the BPC will assume no responsibility for the Bid's misplacement or premature opening.

2.19 Preparation cost

2.19.1 The Bidders shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending pre-bid meetings, and finalization and execution of the *RFP Project Documents*⁴, etc. The BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

⁴ In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, "RFP Project Documents" shall be replaced by "Share Purchase Agreement".]

2.19.2 The cost of this RFP is Rupees only (Rs./-) or U.S. Dollar only (US\$/-) [to be decided by the BPC] which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of [Insert Name of SPV], payable at [BPC to insert place at which the crossed demand draft or banker's cheque should be made payable].

2.20 Bid Bond

2.20.1 Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-12. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.20.2 Subject to the provisions of Clause 2.7, the Bid Bond may be invoked by the BPC or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Failure to execute the *RFP Project Documents* as per the provisions of Clause 2.4; or
[Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed between the [Insert Name of the SPV] and the Long Term Transmission Customers being provided prior to the Bid Deadline, "*RFP Project Documents*" shall be replaced by "*Share Purchase Agreement*"]
- Failure to furnish the Contract Performance Guarantee as per Clause 2.21; or
- Failure to acquire one hundred percent (100%) equity shares of[Insert Name of SPV], along with all its related assets and liabilities, in accordance with the provisions of Clause 2.4. or
- Failure to apply for grant of Transmission License as per Clause 2.6.
- Failure to comply with the provisions of Clause 2.7 and 2.8, leading to annulment of the award of the Project.
- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.14.1.4.

Intimation of the reasons of the invocation of the Bid Bond shall be given to the Selected Bidder by the BPC within three (3) working days after such invocation.

2.20.3 The Bid Bond of the Selected Bidder shall be returned on submission of the Contract Performance Guarantee as per Clause 2.21 and the relevant provisions of the TSA.

2.20.4 The Bid Bond of all the Bidders, whose Bids are declared non-responsive, shall be returned within a period of thirty (30) days after the date on which the Financial Bids are opened.

2.20.5 The Bid Bond of all unsuccessful Bidders shall be returned and released by the BPC on the same day on which the
[Insert Name of the SPV] is transferred to the Selected Bidder. The Bid Bond of the Successful Bidder shall be returned on submission of Contract Performance Guarantee as per Clause 2.21 of this RFP and the provisions of the TSA.

2.21 Contract Performance Guarantee

2.21.1 Within thirty (30) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs.Crores (Rupees only [BPC to insert value both in numbers and figures] [Contract Performance Guarantee would be computed on the basis of Rs. 6 lakhs per km for the total Transmission Line length (including all 765 kV, 400 kV and other lines irrespective of conductors per phase, substations, switching stations, transformers etc.) of the Project], which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the TSA. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-12.

2.21.2 In case the Selected Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Annexure-12, the Selected Bidder may obtain the same from not more than three (3) banks specified in Annexure-12, subject however to the apportionment as provided in Clause 2.21.1.

2.22 Opening of Bids

2.22.1 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) will be opened as per the following time schedule and at the venue where the

Bids are required to be submitted, as specified in Clause 2.18.4, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope I (Non-Financial Bid):hours (IST) on [Insert time & date]

Opening of Envelope II (Financial Bid): hours (IST) on [Insert time & date]

or such other dates as may be intimated by the BPC to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time.

2.22.2 The following information from each Bid will be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- Name of the Bidding Company / Consortium Members in case of Bidding Consortium only, from Format-2 of Annexure-6 (applicable only for Envelope I)
- Details of Bid Bond (applicable only for Envelope I – Non-Financial Bid)
- Quoted Transmission Charges (applicable only for Envelope II – Financial Bid)

2.23 Enquiries

Written clarifications on the RFP and other RFP Project Documents as per Clause 2.12 and 2.13 may be sought from:

[Insert Address of BPC]

[Insert Details]

Telephone:

Fax:

E-mail:

2.24 Confidentiality

2.24.1 The parties undertake to hold in confidence this RFP and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the

proper performance of their activities;
c) disclosures required under Law,
without the prior written consent of the other parties of the concerned agreements.

Provided that the TSP agrees and acknowledges that any of the Long Term Transmission Customers may at any time, disclose the terms and conditions of the RFP and RFP Project Documents to any person, to the extent stipulated under the Law or the Bidding Guidelines.

2.25 Right of BPC to reject any Bid

BPC reserves the right to reject all or any of the Bids or cancel the RFP without assigning any reasons whatsoever and without any liability.

2.26 Fraudulent and Corrupt Practices

2.26.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Lol Notwithstanding anything to the contrary contained herein, or in the Lol, the BPC shall reject a Bid, withdraw the Lol, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.

2.26.2 Without prejudice to the rights of the BPC under Clause 2.26.1 hereinabove and the rights and remedies which the BPC may have under the Lol, if a Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the Lol, such Bidder shall not be eligible to participate in any tender or RFP issued by the BPC during a period of 2 (two) years from the date such Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.26.3 For the purposes of this Clause 2.26, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the

actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Lol or has dealt with matters concerning the TSA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the Lol or after the execution of the TSA, as the case may be, any person in respect of any matter relating to the Project or the Lol or the TSA, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid process;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process.

SECTION 3

EVALUATION CRITERIA

3. EVALUATION CRITERIA

3.1 Bid Evaluation

3.1.1 The Bid evaluation process shall comprise of the following three steps:

1. Step I – Responsiveness check (Envelope I)
2. Step II – Evaluation of Financial Bids (Envelope II)
3. Step III – Bidder selection

3.2 Step I - Responsiveness check

3.2.1 The Non-Financial Bids submitted by Bidders shall be scrutinized to establish “Responsiveness”. Subject to Clause 2.14.1.4(f) , any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of the BPC:

- Applicable Board resolutions, or any other document, as provided in Clause 2.14.1.1, not being submitted; or
- Bid not accompanied by a valid Bid Bond; or
- Bid not signed by authorized signatory in the manner and to the extent indicated in this RFP as per Clause 2.18.5; or
- Non submission of power of attorney, supported by a Board resolution as per Clause 2.14.1.1; or
- Bid validity being less than that required as per Clause 2.17 of this RFP; or
- Bid not containing Format-1 (Bidders’ Undertakings) of Annexure-6; or
- Bid being conditional in nature; or
- Any request for change in membership of Bidding Consortium, Change in Ownership of Bidding Consortium, Change from Bidding Company to Consortium or Change from Bidding Consortium to Bidding Company has not been permitted by the BPC; or
- Bids having Conflict of Interest.

3.3 Step II - Evaluation of Financial Bids

3.3.1 General

3.3.1.1 Envelope II of Bids which have been found responsive by the BPC, based on the responsiveness check (Step I) as specified above in Clause 3.2, shall be opened in presence of the representatives of the Bidders, who wish to be present, as per the timelines indicated in

Clause 2.16.2, or such other date as may be intimated by the BPC to the Bidders. The evaluation of Financial Bids will be carried out based on information furnished in Envelope II.

Provided however, in case Envelope II of only one Bidder remains after the responsiveness check (Step I) under Clause 3.2, the Envelope II of such Bidder shall not be opened and the matter shall be referred to the Appropriate Commission.

3.3.1.2 The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.14.1.2 of this RFP. Any Bid not meeting any of the requirements as per Clause 2.14.1.2 of this RFP may cause the Bid to be considered “Non-responsive”, at the sole decision of the BPC. Financial Bid not in conformity with the requirement of Sl. No. (c) and (g) of Clause 2.14.1.2 of this RFP shall be rejected.

3.3.1.3 The Bidders shall quote the different components of Transmission Charges as specified in the format at Annexure-4. Based on the Quoted Transmission Charges provided by the Bidders, the Levelized Transmission Charges (only in Rupees per year) of each Bid shall be calculated for the term of the TSA as per the methodology mentioned below:

(a) For the purposes of comparison of the Financial Bids, the Quoted Escalable Transmission Charges of each Bidder shall be uniformly escalated as per the escalation rate mentioned below. However, for the purpose of actual payment of Transmission Charges, such escalation rate shall be applied as per the provisions of the TSA.

S. No.	Head	Value
1.	Annual escalation rate applicable to Quoted Escalable Transmission Charges	This shall be as per the rate notified by the CERC, applicable on the seventh day prior to the Bid Deadline
2.	Discount rate for computation of Levelized Transmission Charges	This shall be as per the rate notified by the CERC as applicable for generation projects, applicable on the seventh day prior to the Bid Deadline

(b) The factor at Sl. No. 1 in the above table shall be applied from the Scheduled COD of the Project, and shall be applied as at the mid point of each Contract Year.

3.3.2 Computation of Levelized Transmission Charges

3.3.2.1 The computed Quoted Transmission Charges (in Rupees per year) of each of the Bidders for each Contract Year for the term of TSA, calculated as per provisions of Clause 3.3.1.3, shall then be discounted up to the Scheduled COD of the Project mentioned in Clause 2.15 of this RFP, by applying the discount factors (based on the discount rate as mentioned at serial no. 2 of the table in Clause 3.3.1.3 above) and such aggregate discounted value for the term of the TSA shall be divided by the sum of such discount factors so as to calculate the Levelized Transmission Charge of each Bidder.

3.3.2.2 The Levelized Transmission Charges shall be calculated by assuming uniformly the following for all the Bidders

- Grant of Transmission License within 6 months from the date of Letter of Intent to the Selected Bidder by the BPC as per the timelines in Clause 2.16.2 above.
- Project to be commissioned on the date which is months [to be inserted by the BPC] from the assumed date of grant of Transmission License as enumerated above.
- Transmission Charges shall be levelized over a period from the Scheduled COD of the Project, up to 25 years from the assumed date of grant of Transmission License.

3.3.2.3 The methodology of computation of Levelized Transmission Charges is explained in the example provided in Annexure-13.

3.4 Step III - Bidder Selection

3.4.1.1 The Levelized Transmission Charges calculated as per Clause 3.3.2 shall be compared and ranked from the lowest to the highest and the Bidder with lowest Levelized Transmission Charges shall be declared as the Successful Bidder and the Letter of Intent shall be issued to such Successful Bidder in two (2) copies.

3.4.1.2 The Selected Bidder shall unconditionally accept the Lol, and record on one (1) copy of the Lol, "Accepted unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the BPC within seven (7) days of issue of Lol.

3.4.1.3 If the Successful Bidder, to whom the Letter of Intent has been issued, does not fulfill any of the conditions specified in Clauses 2.4, 2.5 and Clause 2.6, then subject to Clause 2.7, the BPC reserves the right to annul the award of the Project and cancel the Letter of Intent.

Further, in such a case, the provisions of Clause 2.14.1.4 (b) shall apply.

3.4.1.4 The BPC, in its own discretion, has the right to reject all Bids if the Quoted Transmission Charges are not aligned to the prevailing market prices.

SECTION 4

FORMATS FOR ANNEXURES

4. ANNEXURES

Some of the following formats are required to be included in the Bid and some are for the information to the Bidders to enable them to submit their Bid. These formats are designed to demonstrate the Bidder's compliance with the RFP requirements.

- i) List of Long Term Transmission Customers
- ii) Format for Bid Bond (Envelope I)
- iii) Formats for RFP Project Documents
- iv) Format for Financial Bid (Envelope II)
- v) GRID Map of the Project
- vi) Bidder's Undertakings and details of equity investment in Project (Envelope I)
- vii) Format for clarification/amendments on the RFP/RFP Project Documents
- viii) Formats for Board Resolutions (Envelope I)
- ix) Format of Covering Letter (Envelope I)
- x) Formats of Power of Attorney (Envelope I)
- xi) Format of Undertaking (Envelope I)
- xii) Format for Contract Performance Guarantee
- xiii) List of Banks
- xiv) Illustration of Bid Evaluation/Computation of Levelized Transmission Charges
- xv) Illustration of Applicable Board Resolution Requirements
- xvi) Format for Disclosure (Envelope I)
- xvii) Check list for response to RFP submission requirement (Envelope I)

Bidder may use additional sheets to submit the information for its detailed response.

[BPC is authorized to modify any of these formats before the issue of RFP to facilitate seeking relevant project specific details for assessing

RFP requirements. Such modification shall not be construed as a change in Standard Bid Documents]

ANNEXURE 1

List of Long Term Transmission Customers

[To be inserted by BPC]

[**Note to Bidders:** The List provided below is subject to change]

Sl. No.	Name of the Long Term Transmission Customers	Allocated Project Capacity in MW
1.		
2.		
3.		
.....		

Note: The above list of Long Term Transmission Customers subject to change. Any addition or deletion in this list after the award of Lol shall be duly notified to the parties to the TSA.

The new Long Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.

ANNEXURE 2

FORMAT FOR BID BOND

Format of the Bid Bond FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

(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)

In consideration of the [Insert name of the Bidder] submitting the Bid *inter alia* for establishing the Transmission System associated with.....[Insert Name of the Project] on build, own, operate and maintain basis, in response to the RFP dated[Insert date of RFP] issued by[Insert Name of the BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to[Insert Name of the BPC] or its authorized representative at[Insert Name of the Place from the address of the Lead Long Term Transmission Customer] forthwith on demand in writing from [Insert Name of the BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding RupeesCrores (Rs.....) only [Amount to be inserted by the BPC], on behalf of M/s.[Insert name of the Bidder] .

This guarantee shall be valid and binding on the Guarantor Bank up to and including [Date to be inserted on the basis of Clause 2.20 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to RupeesCrores (Rs) only [Amount to be inserted by the BPC]. Our Guarantee shall remain in force until [Date to be inserted on the basis of Clause 2.20 of this RFP]. [Insert Name of the BPC] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is 30 days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the[Insert Name of the BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to

..... [Insert Name of the BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require [Insert Name of the BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against [Insert Name of the BPC] or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly [Insert Name of the BPC] or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by [Insert Name of the BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. Crores (Rs.) only and it shall remain in force until [Date to be inserted on the basis of Clause 2.20 of RFP], with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if [Insert Name of the BPC] or its authorized representative serves upon us a written claim or demand.

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

Witness:

1.

Name and Address.

Signature:

Name:

2.

Name and Address

Designation with Stamp:

Signature

Attorney as per power of attorney

No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.



ANNEXURE 3

FORMATS FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1:- TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2:-

ENCLOSURE 3:

ENCLOSURE 4:

ENCLOSURE 5:

[To be inserted by the BPC]

ANNEXURE 4

FORMAT FOR FINANCIAL BID

Quoted Transmission Charges

[BPC to fill in the Scheduled COD for the Project and respective years in Columns 2 and 3]

Year (Term of License)	Commencement Date of Contract Year	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (in Rupees Millions)	Quoted Escalable Transmission Charges (in Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1				
2				
3	Scheduled COD [To be inserted by the BPC] (Refer note 7 and 9)	31-March		
4	1-April	31-March		Same as Above
5	1-April	31-March		Same as Above
6	1-April	31-March		Same as Above
7	1-April	31-March		Same as Above
8	1-April	31-March		Same as Above
9	1-April	31-March		Same as Above
10	1-April	31-March		Same as Above
11	1-April	31-March		Same as Above
12	1-April	31-March		Same as Above
13	1-April	31-March		Same as Above
14	1-April	31-March		Same as Above
15	1-April	31-March		Same as Above
16	1-April	31-March		Same as Above
17	1-April	31-March		Same as Above
18	1-April	31-March		Same as Above
19	1-April	31-March		Same as Above
20	1-April	31-March		Same as Above
21	1-April	31-March		Same as Above
22	1-April	31-March		Same as Above
23	1-April	31-March		Same as Above
24	1-April	31-March		Same as Above
25	1-April	31-March		Same as Above
26	1-April	25th anniversary of the Grant of License (Refer note 8 and 9)		Same as Above

[The above table assumes Scheduled COD in the third year from the date of grant of license. The BPC shall suitably amend the above table to reflect the Scheduled COD of the Project in the respective year.]

Notes:

- 1) The Bidders are required to ensure compliance with the provisions of Clause 2.14.1.2 of this RFP.
- 2) Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
- 3) The contents of this format shall be clearly typed.
- 4) All pages of this format shall be signed by the authorized person in whose name power of attorney as per Clause 2.14.1.1 is issued.
- 5) Ensure values [BPC to insert total number of values to be quoted based on Scheduled COD] of the Quoted Non-Escalable Transmission Charges and only 1 value for Quoted Escalable Transmission Charges, unless firm Transmission Charges are quoted.
- 6) In the likely situation of Bidders quoting firm Transmission Charges, the single value for the Quoted Escalable Transmission Charges should be filled as Nil.
- 7) Charges quoted for the first Contract Year would be the charges applicable for the period from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March.
- 8) Charges quoted for the last Contract Year would be the charges applicable from immediately preceding 1 April to the date of twenty-fifth anniversary of the Transmission License till the immediately succeeding 31 March.
- 9) However, in cases of both (7) and (8) above, total Transmission Charges payable to the TSP will be computed proportionately for the total number of days in the first and the last Contract Year respectively.

Name and signature of authorized person in whose name power of attorney / Board resolution as per Clause 2.14.1.1 is issued

Signature of authorized person

Name:

Designation:

Date:

Company rubber stamp

ANNEXURE 5

GRID MAP OF THE PROJECT

[To be inserted by the BPC]

ANNEXURE 6

UNDERTAKINGS AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date:

To.

[Insert Name and Address of BPC]

Dear Sir,

**Sub: Bidders' Undertakings in respect of Bid for selection of TSP for the
..... [Name of the Project]**

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.
2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.3 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177 (2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated [Insert date of RFP] issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute **all the RFP Project Documents** as per the provisions of this RFP.

[Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the

[Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, the above phrase, “*all the RFP Project Documents*” shall be replaced by “*the Share Purchase Agreement*”]

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure-4 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.
5. Our Bid is valid up to the period required under Clause 2.17 of the RFP.
6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed in original with this undertaking.
7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement submitted at the time of the RFQ, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.14.4 of this RFP and Article 18.2 of the TSA. (**Note:** *This is applicable only in case of a Bidding Consortium*)
8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element [BPC to insert precedence of commissioning of Element(s)] in project specific RFP and RFP Project Documents]
1.				
2.				
3.				
.				

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre – required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project:[To be inserted by BPC]

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
 - a. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure-4 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.14.1.2.
 - b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
 - c. Financial Bid in the prescribed format of Annexure-4 has been submitted duly signed by the authorized signatory.
 - d. Financial Bid is unconditional.
 - e. Only one Financial Bid has been submitted.
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of[Insert Name of the SPV], pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under TSA, and relevant provisions of TSA shall apply.
11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.
12. Original power of attorney / Board resolution as per Clause 2.14.1.1 is enclosed.

Signature and stamp of Managing Director / Chief Executive Officer / Manager

[refer Note 1 and 2 below] of Bidding Company or Lead Member of Consortium.

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

Common seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Note:

- 1) Managing Director (or any full time director on the Board in the absence of the post of 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 of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.

The Company Secretary also certifies that the Company does not have a Managing Director or CEO.

Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company/ Bidding Consortium:

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

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in [Insert Name of the SPV] as per Clause 2.14.4.2.

Sl. No.	Name of the Bidding Company / Member in case of a Bidding Consortium	Name of the Company investing in the equity of the [Insert Name of SPV]	Relationship with Bidding Company/Member of the Bidding Consortium*	% of equity participation in the [Insert Name of the SPV]
(1)	(2)	(3)	(4)	(5)
TOTAL				100%

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.

Members of the Consortium or the Bidding Company making investment in the equity of the [Insert name of the SPV] themselves to fill in their own names in the column (3)

Signature and Name of authorized person in whose name power of attorney has been issued

Signature of authorized person

Name:

Designation:

Date:

Company rubber stamp

ANNEXURE 7

*Format for Clarifications / Amendments on the RFP
/ RFP Project Documents*

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

Signature

Name:

.....

For

Bidder's Rubber Stamp and Full Address.

(**Note:** This format shall be used for submission of requests for clarifications / amendments on the draft *RFP Project Documents* as per the provisions of Clause 2.12.1)

ANNEXURE 8

FORMATS FOR BOARD RESOLUTIONS

Format 1

Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable

[Reference Clause 2.14.1.1 of the RFP and the illustrations in Annexure 13A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of% (..... per cent) of the total equity share capital of [Insert Name of the SPV] representing the entire amount proposed to be invested by the company for the [Insert Name of the Project], partly by acquisition of the existing equity shares from [Insert Name of the holding company of the SPV] and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share in the [Insert name of the SPV], obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium

Agreement dated executed by the company as per the provisions of the RFQ.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Selected Bidder, the following Board resolution no. 3 shall also be passed by the Selected Bidder]

3. FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by the [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of (.....%) of the equity share capital requirements of [Insert Name of the SPV], which is to be invested by the [Name of the Affiliate(s)/ Parent / Ultimate Parent] for the [Insert name of the SPV], partly by acquisition of the existing equity shares from [Insert Name of the holding company of the SPV] and partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. FURTHER RESOLVED THAT MR/MS, be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to[Insert Name of the SPV] as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director of the Bidding Company or the Lead Member of Consortium.

- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.

- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

Format for the Board resolution of Technically / Financially Evaluated Entity / Parent Company / Ultimate Parent Company

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to investpercent (.... %) of the total equity share capital of [Insert Name of the SPV] representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment”.

FURTHER RESOLVED THAT, be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director of Bidding Company or Lead Member of Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

ANNEXURE 9

FORMAT OF COVERING LETTER

[On the Letter Head of the Bidding Company/Lead Member of the Bidding Consortium]

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To:

[Insert Address of the BPC]

Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain the Transmission System associated with [Name of the Project] under the Tariff Based Competitive Bidding Process

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFP for selection of a Transmission Service Provider to build, own, operate and maintain [Name of the Project] through the Tariff Based Competitive Bidding Process, hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

1) Bid Bond

We have enclosed a Bid Bond of Rupees..... Crores (Rs.) or US \$(..... US Dollars), in the form of bank guarantee no. [Insert number of the Bank Guarantee] dated [Insert Date of the Bank Guarantee] as per your proforma (Annexure-2) from [Insert name of bank providing Bid Bond] and valid up toin terms of Clause 2.20 of the RFP.

2) Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

3) Familiarity With Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the *RFP Project Documents*, in the event of our selection as the TSP. We further undertake and agree that all such factors as mentioned in Clause 2.14.2 of RFP have been fully examined and considered while submitting the Bid.

[Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, "*RFP Project Documents*" shall be replaced by "*Share Purchase Agreement*".]

4) Contact Person

Details of contact person as required under Clause 2.14.1.4 (e) are furnished as under:

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

We are enclosing herewith Envelope I (Non Financial Bid) and Envelope II (Financial Bid) containing duly signed formats each one duly closed separately, in one (1) original + (.....) copies [BPC to insert number of copies] (duly attested) as desired by you in your RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BPC.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.

We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at Clause 2.14.1, of this RFP.

Dated thisday ofof [Insert day, month and year]

Place:

Thanking you,
We remain,

Yours faithfully,

Name and signature of authorized person in whose name power of attorney / Board resolution as per Clause 2.14.1.1 is issued.

Signature of authorized person

Name:

Designation:

Date:

Company rubber stamp

ANNEXURE 10

FORMATS OF POWER OF ATTORNEY

[Referred to Clause 2.14.1.1 in RFP]

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The foreign Bidder to follow the applicable law in their country)

Format 1: Power of attorney to be provided by the Bidding Company / Lead Member of the Bidding Consortium in favour of its representative

Know all men by these presents, we.....(name and address of the registered office of the Bidding Company / Lead Member of the Bidding Consortium) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project..... [Insert Name of the Project] in response to the RFP datedissued by the BPC , including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

We hereby agree to ratify all acts, deeds and things 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.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

_____ [Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney
(Name, designation and address of the Attorney)

Attested

(Signature of the Executant)
(Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

**Common seal of has been affixed in my/our presence
pursuant to Board of Director's Resolution dated.....**

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

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).

Format 2: Power of attorney to be provided by each of the other Members of the Consortium in favor of the Lead Member

WHEREAS the BPC have issued Request for Qualification dated [Insert date of RFQ] ('RFQ') and Request for Proposal dated[Insert date of RFP] ('RFP') for inviting the bids in respect of selection of a TSP to build, own, operate and maintain a Transmission System associated with[Insert name of the Project] and to provide Transmission Services there from to the Long Term Transmission Customer(s) on the terms and contained in the RFP and the RFP Project Documents (as defined in RFP);

AND WHEREAS, and [Insert names of all Members of Consortium] the Members of the Consortium are desirous of submitting a Bid in response to the RFP, and if selected, set up the Project as per the terms of RFP and RFP Project Documents;

AND WHEREAS all the Members of the Consortium have agreed under the Joint Deed Agreement dated [Insert Date of the Consortium Agreement] entered into between all the Members and submitted to the BPC in response to the RFQ, to appoint [Insert name of the Lead Member] as Lead Member to represent all the other Member(s) of the Consortium for all matters regarding the Bid;

AND WHEREAS pursuant to the terms of the RFP, we, [Insert Name of the Consortium Member(s) hereby designate M/s _____ [Insert name of the Lead Member] as the Lead Member to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, We..... (name and address of the registered office of the executant) do hereby constitute, appoint and authorize[name and registered office address of the Lead Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Project in response to the RFP dated [Insert date of RFP] issued by the BPC, including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us and the Consortium in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

We hereby agree to ratify all acts, deeds and things 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.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named:

..... [Insert the name of the executant company]

through the hand of

Mr

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted:

.....(signature of Attorney)

(Name, designation and Address of the Attorney)

Attested:

(Signature of executant)

(Name, designation and Address of the executant)

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

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.

ANNEXURE 10A

FORMAT OF UNDERTAKING

[On the Letter Head of the Technically / Financially Evaluated Entity // Ultimate Parent Company]

Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To:

[Insert Address of the BPC]

.....
.....

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request for Qualification dated [Insert date of RFQ] ('RFQ') and Request for Proposal dated [Insert date of RFP], ('RFP') issued by you regarding setting up of [Insert name of the Project] Project on build, own, operate and maintain basis.

We have carefully read and examined in detail the RFQ and the RFP, including in particular, Clause 2.1.4 of the RFQ and Clauses 2.14.1.1 and 2.14.4 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of [Insert name of the SPV] and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in [Insert Name of the SPV] by the [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of[Insert the name of the Bidder or

the Consortium Member] to invest in full or in part, in the equity share capital of[Insert name of the SPV] as specified in the Bid, we shall invest the said amount not invested by[Insert the name of the Bidder or the Consortium Member] in[Insert Name of the SPV] by purchase of existing shares or subscribing to the new shares of[Insert name of the SPV], as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Chief Executive Officer / Managing Director / Manager

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

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

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 of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.

3. The Company Secretary also certifies that the Company does not have a Managing Director or CEO.
4. Wherever required, extract of the chartered documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11

Format for Contract Performance Guarantee

(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. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Clause 2.21 of this document)

In consideration of the[Insert name of the Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA datedand the other RFP Project Documents and[Insert the name of the Long Term Transmission Customer], agreeing to execute the *RFP Project Documents*⁵ with the Selected Bidder, regarding setting up the Project, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to[Insert Name of the Long Term Transmission Customer] at[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from[Name of the Long Term Transmission Customer] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Crores (Rs.) only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees. Crores (Rs.) only. Our Guarantee shall remain in force until [Insert the date of validity of the

⁵ [Note: In case of pre-signed RFP Project Documents (except for the Share Purchase Agreement) duly signed by the [Insert Name of the SPV] and the Long Term Transmission Customers being provided before the Bid Deadline, "RFP Project Documents" shall be replaced by "Share Purchase Agreement"]

Guarantee as per Clause 2.21.1 of the RFP]. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the SPV], [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against [Insert name of the SPV] or the Selected Bidder, to make any claim against or any demand on [Insert name of the SPV] or the Selected Bidder or to give any notice to [Insert name of the SPV] or the Selected Bidder or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against [Insert name of the SPV] or the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Crores (Rs.) only and it shall remain in force until[Date to be inserted on the basis of Articleof TSA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by [Insert name of the Selected Bidder or Lead Member in case of the Consortium]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature

Name:

Power of attorney No.:

For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 12

LIST OF BANKS

LIST OF BANKS

1. Scheduled Commercial Banks

SBI and Associates

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

Nationalised Banks

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Bank of Baroda
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab and Sind Bank

15. Syndicate Bank
16. Union Bank of India
17. United Bank of India
18. UCO Bank
19. Vijaya Bank

2. Foreign Banks

- 1 Banks of America NA
- 2 Bank of Tokyo Mitsubishi Ltd.
- 3 BNP Paribas
- 4 Calyon Bank
- 5 Citi Bank N.A.
- 6 Deutsche Bank A.G.
- 7 The Hongkong and Shanghai Banking Corporation Ltd.
- 8 Standard Chartered Bank
- 9 UFJ Bank Ltd.
- 10 Sumitomo Mitsui Banking Corporation
- 11 Societe Generale
- 12 Barclays Bank
- 13 ABN Amro Bank N.V.
- 14 Bank of Novascotia

3. Scheduled Private Banks

- 1 ING Vysya Bank Ltd.
- 2 ICICI Bank Ltd.
- 3 HDFC Bank Ltd.
- 4 IDBI Bank Ltd
- 5 Axis Bank

Note:

The above list of banks is indicative and can be modified by the BPC as required and any such change shall not be construed as a deviation from this document.

ANNEXURE 13

Illustration of the Bid Evaluation/Computation of Levelized Transmission Charges

PROVIDED AS EXCEL FILE IN CD ENCLOSED HEREWITH

ANNEXURE 13A
Illustration for Applicable Board Resolution Requirements under Clause 2.14.1.1

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFQ criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10A)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 8 – Resolution* 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 8 – Resolution* 1, 2, and 4 from the Bidder b) Format 2 of Annexure 8 by either Technically / Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 8 – Resolution* 1, 2, 3 and 4 from the Bidder. b) Format 1 of Annexure 8 – Resolution* 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity	None

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFQ criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10A)
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	<p>a) Format 1 of Annexure 8 – Resolution* 1, 2, 3 and 4 from the Bidder.</p> <p>b) Format 1 of Annexure 8 – Resolution* 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity</p> <p>c) Format 2 of Annexure 8 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity</p>	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

ANNEXURE 14
Format for Disclosure

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

Disclosure

To:
(Insert name of the BPC)

Sub: Bidder’s Disclosure in respect of Bid for selection of TSP for the
..... [Name of the Project]

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, in the column “Name of the Company” write “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 / Manager**

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

Note:

1. Managing Director(or any full time director on the Board in the absence of the post of 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 of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.

The Company Secretary also certifies that the Company does not have a Managing Director or CEO.

ANNEXURE 15
Check List for response to RFP submission requirements

Response to RFP Submission Requirements		Response Yes / No
A.	Envelope – I (Non-Financial Bid)	<input type="checkbox"/>
	1. Bid Bond in the prescribed format at Annexure 2	<input type="checkbox"/>
	2. Board resolutions as per the prescribed formats enclosed in Annexure 8 (and as per the illustrations in Annexure-13 of this RFP)	
	<ul style="list-style-type: none"> • From the Bidding Company (and from any investing Affiliate / Parent / Ultimate Parent committing 100% in aggregate of the equity requirement for the Project as per format 1 of Annexure 8 	<input type="checkbox"/>
	<ul style="list-style-type: none"> • Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate/Parent/Ultimate Parent) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium – Format-1 of Annexure-8 	<input type="checkbox"/>
	<ul style="list-style-type: none"> • Board resolutions as per Format 2 of Annexure 8 for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFQ OR from the Parent Company or the Ultimate Parent Company (as applicable) 	<input type="checkbox"/>
	3. Bidder's Undertakings	
	<ul style="list-style-type: none"> • Bidder's undertaking as per format 1 of Annexure 6 	<input type="checkbox"/>
	<ul style="list-style-type: none"> • Details of Equity Investment in the Project as per format 2 of Annexure 6 	<input type="checkbox"/>
	4. Covering Letter as per the format at Annexure 9 of this RFP	<input type="checkbox"/>
	5. Power of Attorney	
	<ul style="list-style-type: none"> • Format 1 of Annexure 10 by the Bidding Company / Lead Member of the Bidding Consortium (as applicable) in favour of its representative 	<input type="checkbox"/>
	<ul style="list-style-type: none"> • Format 2 of Annexure 10 by each of the other Members of the Consortium (in case of the Bidding Company being a Consortium) in favour of the Lead Member 	<input type="checkbox"/>
	6. Format of Undertaking for Equity Investment	
	<ul style="list-style-type: none"> • by the Technically / Financially Evaluated Entity / Ultimate Parent Company (as applicable) for equity investment, in case of failure to invest in part or full, by the Bidder or the Consortium Member in case 	<input type="checkbox"/>

Response to RFP Submission Requirements		Response Yes / No
	the Selected Bidder is a Consortium) in the prescribed format at Annexure 10A	
	7. Format for Disclosure by the Bidding Company or by each Member of the Consortium (as applicable)	<input type="checkbox"/>
B.	Envelope – II (Financial Bid)	<input type="checkbox"/>
	<ul style="list-style-type: none"> Financial Bid as per format at Annexure-4, duly signed by authorized signatory 	<input type="checkbox"/>