

STANDARD REQUEST FOR QUALIFICATION

DOCUMENT

FOR

**SHORTLISTING OF BIDDERS
AS
TRANSMISSION SERVICE PROVIDER**

TO

ESTABLISH TRANSMISSION SYSTEM

FOR

..... [NAME OF PROJECT]

**THROUGH TARIFF BASED COMPETITIVE BIDDING
PROCESS**

..... (Name of Bid Process Co-ordinator)

Registered Office:

.....2008

(Insert Name and Address of the BPC)

Request for Qualification Document for short listing of Bidders as Transmission Service Provider to establish Transmission System for “.....” (Insert Name of Project) through tariff based competitive bidding process.

This RFQ document is issued to -

M/s. _____

REQUEST FOR QUALIFICATION NOTIFICATION

(Insert Name and Address of the BPC)

1. **The Government of India, Ministry of Power, vide its notification No. dated has notified [Insert name of Bid Process Coordinator] 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 Project) through tariff based competitive bidding process.**

2.(Insert name of BPC) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Qualification (RFQ) to qualify/shortlist the Bidders for participation in the next stage of bidding, i.e. Request for Proposal (RFP), as part of the process for selection of Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with 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 under section – 63 of The Electricity Act, 2003 and as amended. The responsibility of the TSP would be to establish the following Transmission System for (Insert name of Project) (hereinafter referred to as 'Project') on build, own, operate & maintain basis:

S.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:

3. **Transmission License:** The TSP shall obtain the Transmission License from the Appropriate Commission on such terms and conditions as specified by the Appropriate Commission. Bidders shall ensure that they comply with all the requirements of Appropriate Commission for grant of Transmission License.

4. **Bidding Process:**[Insert name of BPC] seeks to qualify interested Bidders for the Project based on meeting stipulated Qualification Requirements prescribed in Clause 2.1 of Section 2 of RFQ. Only those Bidders qualified pursuant to this Request for Qualification (RFQ) document will be invited to participate in the subsequent Request for Proposal (RFP) stage. The selection of the TSP shall be subject to it obtaining Transmission License from the Appropriate Commission which after expiry may be further extended by such period as deemed appropriate

by the Appropriate Commission under power vested with it to amend the conditions of Transmission License.

- 5. Commencement of Transmission Service:** The Bidder shall have to commence Transmission Service in accordance with the provisions as may be specified in the TSA.
- 6. Transmission Charges:** The Transmission Charges shall be payable by Long Term Transmission Customer(s) in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, which will be mentioned in RFP.
- 7. Issue of RFQ document:** The detailed terms and conditions for qualification of the Bidders and for submission of their Response to RFQ are indicated in the RFQ document. All those interested in purchasing the RFQ document may respond in writing to [Insert designation of concerned official of BPC] at the address given in para 10 below with a non-refundable fee of Rs..... (RupeesOnly) or USD.....(US Dollars.....only), in the form of a demand draft in favour of[Insert name of BPC] payable at[Insert place of BPC], latest by[Insert last date of sale of RFQ document]. The RFQ document shall be issued to the Bidders on any working day from dd/mm/yy to dd/mm/yy [Insert start and end date of sale of RFQ document] between 1030 hours (IST) to 1600 hours (IST). BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFQ document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed. The RFQ document can also be downloaded from website [Insert name of the website]. However, in such case interested party can submit Response to RFQ only on submission of non refundable fee of Rs. or USD as mentioned above separately along with the Response to RFQ.
- 8. Receipt and opening of Response to RFQ:** Response to RFQ, one (1) original and copies [Insert no. of copies], must be delivered to the address as given in para 10 below on or before hours (IST) on dd/mm/yy [Insert last date of submission of Response to RFQ] and will be opened on the same day at hours (IST), in the presence of Bidders' representatives who wish to attend. If the last date of receipt of the Response to RFQ is a public holiday at the place of submission of Response to RFQ, it shall be received and opened on the next working day at the same time and venue.
- 9.** The RFQ document is not transferable. BPC reserves the right to reject all Responses to RFQ and/or annul the process of tariff based competitive bidding for selection of TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

10. Nodal person for enquiries and clarifications

All correspondence, clarification in respect of RFQ document and submission of Response to RFQ shall be addressed to:

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

Tel.:
Fax:
Email:

DISCLAIMER

1. This Request for Qualification (RFQ) document is not an agreement or offer by the BPC to the prospective Bidders. The purpose of this RFQ document is to provide interested parties with information to assist the formulation of their Response to RFQ. The RFQ document is based on material and information available in public domain.
2. This RFQ document includes statements, which reflect various assumptions arrived at by BPC in order to give a reflection of current status in the RFQ. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFQ document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for BPC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ document and obtain independent advice from appropriate sources.
3. Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document.
4. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
5. By participating in the qualification process, each of the Bidder shall have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of BPC or any person working in the qualification process.
6. BPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RFQ document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 10 days prior to the last date for submission of Response to RFQ.
7. Each Bidder unconditionally agrees, understands and accepts that the BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the BPC nor its advisers shall entertain any claim of any

nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.

8. Though adequate care has been taken while preparing the RFQ document, the Bidder shall satisfy himself that the documents are complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is received from any of the Bidders within 10 (ten) days of the issue of the RFQ document, it shall be considered that the documents are complete in all respects and has been received by the Bidder.

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DEFINITIONS

The terms used in this RFQ document, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 [No.36 of 2003, hereinafter referred to as the “Act”/ “Electricity Act”] and rules or regulations framed there under, including those issued/framed by the Appropriate Commission, as amended or re-enacted from time to time.

The following terms are defined for use in this RFQ:

“**Affiliate**” shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Format 0;

“**Appropriate Commission**” shall mean the Central Regulatory Commission referred to in sub-section (1) 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 Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

“**Bidder**” shall mean either a single company or a Consortium of companies submitting a Response to RFQ with the intent to be qualified as a potential bidder, for the Project. Any reference to the Bidder includes Bidding Company, Bidding Consortium/ Consortium, Member in a Bidding Consortium and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

“**Bidding Company**” shall refer to such single company that has made a Response to RFQ for the Project;

“**Bidding Consortium/ Consortium**” shall refer to a group of companies that has collectively made a Response to RFQ for the Project;

“**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 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;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of The Electricity Act, 2003 and any successors and assigns;

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

“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;

“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;

“Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause 2.1.3 hereof;

“Functional Specifications” shall mean the technical requirements of transmission lines and/or sub-stations as specified in the RFP;

“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 Transmission System” shall include

- (i) Any system for the conveyance of electricity by means of main transmission line from the territory of one State to another State;
- (ii) The conveyance of electricity across the territory of an intervening State as well as conveyance within the State, which is incidental to such inter-State transmission of electricity; and
- (iii) The transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility;

“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 mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as per Clause 2.1.2 and so designated by other Member(s) in Bidding Consortium;

“Letter of Intent” 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;

“Long Term Transmission Customer(s)” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period of twenty-five years or more;

“Member in a Bidding Consortium/Member” shall mean each company in the Bidding Consortium;

“MOP” means the Ministry of Power, Government of India;

“Parent Company” shall mean a Company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

“Qualification Requirements” shall mean the qualification requirements as set forth in Section-2, Clause 2.1 of RFQ;

“RFP” shall mean Request for Proposal document along with all schedules, annexure and RFP Project Documents 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,
- c. Indemnification Agreement and
- d. Any other agreement, as may be required;

“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;

“Response to RFQ” shall mean the written response of a Bidder to and in accordance with this RFQ;

“Statutory Auditor” shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

“Technically Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 2.1.2 hereof;

“Transmission Charges” shall mean the charges payable to TSP by Long Term Transmission Customer(s) 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 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;

“Transmission Service Provider” or “TSP” shall mean [Insert name of SPV] which has been acquired by the selected bidder and has executed the Transmission Service Agreement;

“Transmission System” means 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 mean a company which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such company;

SECTION - 1

INTRODUCTION

SECTION 1

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 Project] through tariff based competitive bidding process.

The BPC hereby invites responses from all prospective Bidders in accordance with this Request for Qualification (RFQ) to qualify/shortlist the Bidders for participation in the next stage of bidding i.e. Request for Proposal (RFP), as part of the process of selection of prospective Transmission Service Provider (TSP) in accordance with 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 under Section – 63 of the Electricity Act. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the state(s) of [Insert name of state(s)]. The TSP will make the Project available for use by the Long Term Transmission Customer(s) for Transmission Charges, as adopted by Appropriate Commission, payable to TSP by Long Term Transmission Customer(s), pursuant to a Transmission Service Agreement (TSA) to be signed between the TSP and the Long Term Transmission Customer(s).

1.2 The TSP will be required to establish the following Transmission System for [Insert name of Project] (hereinafter referred to as 'Project') on build, own, operate and maintain basis.

S.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 Project Description

[BPC to insert background about requirement of Project and brief write-up about Project].

1.4 Transmission Grid Map

Transmission Grid Map indicating the location of the Project is enclosed to the RFQ document for information and reference of the Bidders.

1.5 Functional Specifications

The Functional Specifications of the Project will be provided in the RFP documents. The Functional Specifications shall include technical requirements and standard technical specifications. The Bidders are required to suitably select the detailed technical specifications for equipment/material/works for the Project to ensure reliability, economy & security so that the Project on completion meets the requirements of the Functional Specifications, the applicable national/International codes, statutory requirements/ clearances as per laws of the land and provisions of Grid Code. The responsibility for correctness of such selection of technical specifications, equipment, material etc. rests solely with the Bidders.

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

The TSP's scope of work for the Project shall comprise, but not necessarily be limited to the following:

- 1.6.1.1 Establishment, operation and maintenance of the Project on build, own, operate and maintain basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning.
- 1.6.1.2 The TSP shall ensure timely completion of entire scope of Project in all respects and its operation and maintenance, as shall be specified in the RFP documents.
- 1.6.1.3 The TSP shall seek Transmission License from the Appropriate Commission, as per the provisions of the Electricity Act and regulations made thereunder, if it is not a deemed licensee.

1.6.2 Scope of Bid Process Coordinator (BPC)

BPC's scope of work is briefly outlined hereunder:

- 1.6.2.1 To obtain approval for laying of overhead transmission lines under section 68 of Electricity Act, from Appropriate Government.
- 1.6.2.2 BPC or its authorized representative may arrange to carry out the following activities to expedite the Project.
 - a) To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations.

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

1.6.2.3 The details and documents as may be obtained by the BPC in relation to the Project shall be handed over to the TSP on as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits.

1.7 All costs (including direct and indirect) incurred by the BPC in connection with the activities concerning the Project shall be recovered from the TSP, details of which will be provided during the RFP stage.

1.8 The Project is required to be completed progressively in accordance with the schedule to be specified in the RFP.

1.9 [Insert the following clause if applicable]

A company under the Companies Act 1956 by the name [Insert name of company] has been incorporated to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

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

The Bidder must fulfill following technical requirements:

Experience of development of projects (not necessarily in the power sector) in the last ten (10) years with aggregate capital expenditure not less than Rs. Crore or equivalent USD (calculated as per provisions in Clause 3.1.3.1). However, the capital expenditure of at least one project should be equivalent to at least Rs. Crore or equivalent USD (calculated as per provisions in Clause 3.1.3.1).

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to the last date for submission of Response to RFQ shall be considered. The capital expenditure discussed above shall be as reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered. Further, the Technically Evaluated Entity must have either executed such projects itself or must own directly at least 26% of the shareholding in the company that has executed the project(s) and must have held such shareholding from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s). The Technically Evaluated Entity may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be.

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

[Required aggregate capital cost of projects to be calculated @ Rs 0.50 Crore per km for 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]

[Individual project experience to be calculated @ Rs 0.06 Crore per km for total transmission line length of the Project]

Bidders shall furnish documentary evidence duly certified by Managing Director /Chief Executive Officer, being a full time Director on the Board of the company/Manager¹ of the company and the Statutory Auditor in support of their technical capability as defined in Clause 2.1.2 of this RFQ.

2.1.3 Financial requirement to be met by the Bidding Company/Bidding Consortium

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Internal Resource Generation:

Internal Resource Generation should be equal to at least Rs. Crore or equivalent USD (calculated as per provisions in Clause 3.1.3.1) computed as three times of the maximum of the internal resource generated in a financial year, based on unconsolidated audited annual accounts (refer to Note below) and any other documents related to business operations of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

[To be specified at Rs. 0.20 Crore per km of the total transmission line length of the Project (including all 765 kV, 400 kV and other lines irrespective of conductors per phase, substations, switching stations, transformers etc.) up to 500 km and; Rs. 0.14 Crore per km of the Total transmission line length of the Project greater than 500 km. The minimum requirement of above 500 km transmission line shall be Rs.100 crore.]

B. Networth:

Networth should be equal to at least Rs. Crore or equivalent USD (calculated as per provisions in Clause 3.1.3.1) computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

[To be specified at Rs. 0.30 Crore per km of the total transmission line length of the Project (including all 765 kV, 400 kV and other lines irrespective of conductors per phase, substations, switching stations, transformers etc.) up to 500 km and; Rs. 0.20 Crore per km of the total transmission line length of the Project greater than 500 km. The minimum requirement for above 500 km transmission line shall be Rs.150 crore.]

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each

- a. ¹ 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.
- b. The Company Secretary also certifies that the company does not have a Managing Director or CEO.

company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Response to RFQ. Bidders shall furnish documentary evidence duly certified by Managing Director / Chief Executive Officer, being a full time director on the Board of the company/Manager² of the company and the Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFQ.

2.1.3.2 Above financial parameters shall be computed in following manner by the Bidder:

A. Internal Resources Generation

= Profit After Tax (PAT)
 Add: Depreciation and Amortization
 Add: Decrease in Net Current Assets (excluding cash)
 Add: Any other non cash expenditure (including deferred tax)
 Subtract: Scheduled loan repayments and increase in net current assets (excluding cash)

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

B. Networth

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

2.1.3.3 If the Response to RFQ is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them for investment in the Project.

2.1.4 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the

- a. ² 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.
- b. The Company Secretary also certifies that the company does not have a Managing Director or CEO.

Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per format 4.10. The technical and financial capability of a particular company, including its Parents and/or Affiliates, shall not be used by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company.

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

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution at the RFP stage from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. Moreover, the Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per format 4.7(D).

- 2.1.5 A Bidder shall submit only one response in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent/ Affiliate/Ultimate Parent of the Bidder/ Member in a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.
- 2.1.6 Notwithstanding anything stated above, BPC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. BPC reserves the right at its sole discretion to contact the Bidder's bank and project references and verify the Bidder's information and documents for the purpose of qualification.
- 2.1.7 The qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of TSA. Where the Technically Evaluated and/or the Financially

Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated and/or Financially Evaluated Entity till the execution of the TSA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2 Submission of Response to RFQ by the Bidder

2.2.1 The information and documents in Response to RFQ will be submitted by the Bidder as per the formats specified in Section – 4 (Formats for RFQ) of this document.

2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Response to RFQ as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of Bidder.

2.2.3 The Response to RFQ shall contain unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidding Company or each Member in Consortium including Lead Member for the last three (3) financial years immediately preceding the last date for submission of Response to RFQ for the purpose of calculation of Internal Resource Generation and Networth.

2.2.4 Response to RFQ submitted by a Bidding Consortium:

2.2.4.1 The Response to RFQ shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per format 4.6). There shall be only one Lead Member which shall continue to hold twenty six percent 26% equity in the TSP and cannot be changed for five (5) years from the Commercial Operation Date (COD) of the Project. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In absence of Consortium Agreement, the Response to RFQ will not be considered for evaluation and will be rejected.

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

Provided further that the Consortium Agreement shall not be amended without the explicit approval of the BPC.

2.2.4.2 The Lead Member should designate one person to represent the Consortium in its dealings with the BPC. The person designated by the Lead Member should

be authorized through a Power of Attorney (as per format 4.3) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Response to RFQ on behalf of the Consortium, etc. At the RFP stage, the Bidding Consortium shall provide board resolutions from Consortium Members committing 100% of equity requirement for the Project.

2.2.4.3 The Response to RFQ should also contain signed Letter of Consent (as per format 4.2) from each Member in Consortium confirming that the entire Response to RFQ has been reviewed and each element of the Response to RFQ is agreed to by them including investment commitment for the Project.

2.2.5 Response to RFQ submitted by a Bidding Company

2.2.5.1 The Bidding Company should designate one person to represent the Bidding Company in its dealings with BPC. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Response to RFQ etc. The Bidding Company should submit, along with Response to RFQ, a Power of Attorney (as per format 4.3), authorising the signatory of the Response to RFQ. At the RFP Stage, the Bidding Company shall provide the board resolution committing 100% of equity requirement for the Project.

2.2.6 **Change in the composition of the Bidder**

2.2.6.1 Change in Ownership

2.2.6.1.1 Subject to the provisions of Clause 2.1.5 and 2.1.7 and the condition that the Bidder remains qualified after the Change in Ownership, as required by the provisions of the RFQ, the Change in Ownership may be permitted in the following cases:

- i. the Bidder with any of its Affiliates
- ii. Parent/ Affiliate (whose technical and / or financial credentials were used at the time of RFQ), as the case may be, with any other Affiliate/Parent, as the case may be, of the Bidder
- iii. Parent/ Affiliate/Ultimate Parent / Bidder with any other company provided
 - a) the company is not a Bidder for the Project ,
 - b) Parent/ Affiliate/Ultimate Parent of the company is not a Bidder for the Project,
 - c) the company is not Parent/ Affiliate/Ultimate Parent of any Bidder for the Project

In case of a Change in Ownership, the Bidding Company or Lead Member in case of a Consortium shall make a request for approval of such change within seven (7) days of such change or the date it has been declared qualified by the BPC, whichever is later, along with the formats as specified in the RFQ duly filled in.

2.2.6.2 Change in membership of a Consortium

Any request for change in the membership of the Consortium would be considered provided that the Lead Member remains unchanged and that the Bidding Consortium makes a written application to the BPC seeking its approval of such change within seven (7) days of signing of the revised Consortium Agreement or the date it has been declared qualified by the BPC, whichever is later, along with the formats as specified in the RFQ duly filled in. Provided that the changed Consortium continue to fulfill all the Qualification Requirements, as specified in the RFQ.

2.2.6.3 Change from Bidding Consortium to Bidding Company

If the Lead Member of the Bidding Consortium intends to change itself into a Bidding Company after submission of the Response to RFQ, such change would be considered upon the Lead Member making a written application along with formats as specified in the RFQ duly filled in to the BPC seeking its approval for such change at least 30 days prior to the last date of submission of RFP Bids. The Lead Member in case of such change would need to be the Bidding Company and fulfill all the Qualification Requirements, as specified in the RFQ.

2.2.6.4 Change from Bidding Company to Bidding Consortium

If Bidding Company intends to form a Consortium after submission of the Response to RFQ, then the Bidding Company would need to be the Lead Member of such Consortium and fulfill all the Qualification Requirements, as specified in the RFQ. Further, request for such change would be considered only upon the Bidding Company making a written application to the BPC seeking its approval for such change at least thirty (30) days prior to the last date of submission of Bid along with the formats as specified in the RFQ duly filled in.

2.2.6.5 Change in membership of Consortium (Clause 2.2.6.2), change from Bidding Consortium to Bidding Company (Clause 2.2.6.3) and change from Bidding Company to Bidding Consortium (Clause 2.2.6.4) will be permitted only once. Equity lock in provisions, beyond the period of issuance of Letter of Intent, shall be as per the provisions in the RFP and TSA.

2.2.6.6 In case of change in membership of Consortium (Clause 2.2.6.2) or change from Bidding Consortium to Bidding Company (Clause 2.2.6.3), no object certificate NOC (as per format 4.8) shall be furnished from each Member of the Consortium.

2.2.6.7 No change in membership of a Consortium or a change from Bidding Company to Bidding Consortium or change from Bidding Consortium to Bidding Company or a Change in Ownership shall be permitted in the period between thirty days prior to Bid Deadline and issuance of Letter of Intent. Accordingly, no request for a proposed change in membership of the Consortium shall be entertained during this period.

- 2.2.6.8 Request for such change will be made by the Bidder only after the Bidder has been declared qualified by the BPC.
- 2.2.6.9 The BPC reserves the right to seek additional information and documents from the Bidder, if considered necessary.
- 2.2.6.10 The BPC shall convey its decision on the request within fifteen (15) days from the date of receipt of complete information from the Bidder making the request, as required by the BPC.

2.3 Receipt and Opening of Response to RFQ

The Response to RFQ duly filled in, one (1) original and copies [no. to be decided and inserted by BPC], placed in one envelope, must be delivered to the address hereunder on or before[Insert Time] (IST) on dd/mm/yy [Insert last date of submission of Response to RFQ] and will be opened on the same day at[Insert Time] (IST), in the presence of Bidder's representatives who wish to attend. If the last date of receipt of the Response to RFQ is a public holiday at the place of submission of Response to RFQ, it shall be received and opened on the next working day at the same time and venue.

[Insert address of BPC]
[Insert venue of opening of RFQ responses]

2.4 Method of Submission

- 2.4.1 The Response to RFQ is to be submitted in a closed envelope which should be transcribed in the following manner:-

Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for “[Insert name of Project]” through tariff based competitive bidding process.
“Designated address of BPC”
“Name of the Bidder”

- 2.4.2 The Response to RFQ shall contain a covering letter as per format 4.1
- 2.4.3 The Bidder has the option of sending his Response to RFQ by registered/speed post or submitting in person so as to reach the BPC at the designated address by the time and date stipulated in this RFQ. Responses submitted by telex/ telegram/ fax/ email shall not be considered under any circumstances. The BPC shall not be responsible for any delay in receipt of response. Any Response to RFQ received by the BPC after the time and date for submission of the responses stipulated in the RFQ shall not be opened and returned unopened.
- 2.4.4 No change or supplemental information to the Response to RFQ already submitted will be accepted after the scheduled date and time of submission of

Response to RFQ. Notwithstanding the above, the BPC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Response to RFQ.

- 2.4.5 If the envelope is not closed and not superscribed as per the requirement, the BPC will assume no responsibility for its misplacement or premature opening.

2.5 Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Response to RFQ and participation in discussions. BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the process of tariff based competitive bidding for selection of TSP as per Bidding Guidelines.

2.6 Bidders may note that:

- All the information and documents in Response to RFQ should be submitted in English language only.
- Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter.
- All pages of the responses submitted must be initialed and stamped by the authorized signatory on behalf of the Bidder.
- A Bidder shall submit only one Response to RFQ in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium.
- The technical and financial capability of a particular company (Parent and/ or Affiliate) shall not be used by more than one Bidder/ Member of a Bidding Consortium including Lead Member / Bidding Company.
- This Request for Qualification (RFQ) document is not transferable. The RFQ document and the information contained therein is for the use only by the Bidder 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, this RFQ document must be kept confidential.
- Though adequate care has been taken while preparing this RFQ document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RFQ document, it shall be considered that the RFQ document is complete in all respects and has been received by the Bidder.
- Bidder who meets the Qualification Requirements and is issued RFP document must continue to maintain his status as a qualified Bidder. At the RFP stage, Bidder will be required to confirm through an undertaking that it still meets the Qualification Requirements as per RFQ.
- Responses submitted by the Bidder and opened on scheduled date and time as stipulated in this RFQ shall become the property of the BPC and the BPC shall have no obligation to return the same to the Bidder.

- BPC reserves the right to reject the Bid, in case the BPC is not intimated of any change in the composition of the Bidder.
- BPC reserves the right to reject all Responses to RFQ and/or annul the process of tariff based competitive bidding for selection of TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

2.7 Clarifications on RFQ document

BPC will not enter into any correspondence with Bidders, except to furnish clarification on this RFQ, when necessary. Bidders may seek clarifications about the RFQ in writing up to fifteen (15) days from the date of close of sale of RFQ or as may be indicated separately by BPC.

The Bidders may seek clarifications with respect to this document from:

<u>Insert Name of the BPC</u> <u>Address of the Office</u>	Phone(Off): Fax : E-mail:
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- a) At any time, not later than 10 (ten) days prior to the last date for submission of Response to RFQ, BPC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFQ by issuance of addendum/modification/errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFQ has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Response to RFQ, or for any other reasons, BPC may at its discretion, extend the due date for submission of Response to RFQ. Late receipt of any addendum/modification/errata and/or revised document will not relieve the Bidder from being bound by that modification.
- (b) All modifications shall become part of the terms and conditions of this RFQ. No interpretation, revision or communication regarding this RFQ is valid, unless made in writing.

2.8 Timeline for Response to RFQ

The following shall be the time schedule for completion of qualification process.

Event	Schedule
1. Issue of RFQ document.	[Insert Date]
2. Submission of Response to RFQ	[Insert Date]
3. Short listing based on Responses & Issuance of RFP documents.	[Insert Date]

To enable BPC to meet the schedule, all Bidders are expected to respond expeditiously during the bidding process. If any milestone/activity falls on a day

which is not a working day or which is a public holiday then the milestone/activity shall be achieved/ completed on the next working day.

2.9 Validity of Response to RFQ

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

2.10 Right of the BPC to reject a Bid

BPC reserves the right to reject all or any of the Responses to RFQ/ or cancel the RFQ without assigning any reasons whatsoever and without any liability.

2.11 Non submission and/or submission of incomplete data/ information required under the provisions of RFQ shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

SECTION - 3

EVALUATION OF RESPONSE TO RFQ

SECTION 3

3. EVALUATION OF RESPONSE TO RFQ

3.1 The evaluation process comprises the following three steps:

- Step I – Responsiveness check
- Step II- Compliance with submission requirements
- Step III– Evaluation of Qualifying Requirements

3.1.1 STEP 1 – Responsiveness check

The response submitted by the Bidder shall be initially scrutinized to establish “Responsiveness”. Any of the following conditions shall cause the Response to RFQ to be “Non-responsive”:

- Response to RFQ that are incomplete.
- Response to RFQ not received by the scheduled date and time.
- Response to RFQ not signed by authorised signatory and / or stamped in the manner indicated in this RFQ.
- All pages of the Response to RFQ submitted but not initialed by the authorised signatories on behalf of the Bidder.
- Response to RFQ not including the covering letter as per format 4.1
- Response to RFQ submitted by a Bidding Consortium not including the Consortium Agreement.
- Response to RFQ contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Information not submitted in formats specified in the RFQ.
- Response to RFQ having Conflict of Interest
- The Bidder has not submitted a disclosure as per format 4.12
- Bidders delaying in submission of additional information or clarifications sought by the BPC.
- If the Bidder makes any misrepresentation as specified in Clause 3.2.

3.1.2 STEP 2 - Compliance with submission requirements

Each Bidder’s Response to RFQ shall be checked for compliance with the submission requirements set forth in this RFQ before the evaluation of Response to RFQ is taken up. Format 4.9 shall be used to check whether each Bidder meets the stipulated requirements.

3.1.3 STEP 3 -Evaluation of Response to RFQ

Evaluation of Response to RFQ will be carried out considering the information and documents furnished by the Bidders as required under this RFQ. This step would involve technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements.

3.1.3.1 Interpolation of financial data.

For the Qualification Requirements data provided by the Bidders in foreign currency, equivalent rupees of Networth and Internal Resource Generation will be calculated using bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by their Banker.

For the purpose of calculating the aggregate capital expenditure of the projects completed/ commissioned where such projects are executed outside India and capital expenditure is denominated in foreign currency, bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the financial year in which the projects were completed and as certified by their Banker shall be considered.

For the projects executed in the current financial year bills selling (card rate) USD/INR of State Bank of India prevailing on seven (7) days prior to the last date of submission of Response to RFQ and as certified by their Banker shall be considered.

For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their Banker prevailing on the relevant date and used for such conversion.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.

3.1.4 Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.1.1 to 3.1.3 shall be declared as Qualified Bidders and eligible for issue of RFP.

3.2 Misrepresentation by the Bidder

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Response to RFQ or Bid, as the case may be, in any manner whatsoever, in order to create circumstances for the acceptance of its Response to RFQ/Bid, the BPC reserves the right to reject such Response to RFQ/Bid, and/ or cancel the Letter of Intent, if issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RFP shall follow.

3.3 Disposition of Response to RFQ

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

- Response to RFQ that is incomplete.
- Response to RFQ not signed by authorised signatory and / or stamped in the manner indicated in this RFQ.
- All pages of the Response to RFQ submitted but not initialed by the authorised signatories on behalf of the Bidder.
- Response to RFQ not including the covering letter as per format 4.1
- Response to RFQ contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- Information not submitted in formats specified in the RFQ.
- The Bidder has not submitted a disclosure as per format 4.12.
- Bidders delaying in submission of additional information or clarifications sought by the BPC.

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

- Response to RFQ not received by the scheduled date and time.
- Response to RFQ submitted by a Bidding Consortium not including the Consortium Agreement.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Response to RFQ having Conflict of Interest.
- If the Bidder makes any misrepresentation as specified in Clause 3.2.

3.4 BPC reserves the right to interpret the Response to RFQ in accordance with the provisions of this RFQ document and make its own judgment regarding the interpretation of the same. In this regard, BPC shall have no liability towards any Bidder and no Bidder shall have any recourse to BPC with respect to the qualification process.

BPC shall evaluate Response to RFQ using the process specified in Clause 3.1, at its sole discretion. BPC's decision in this regard shall be final and binding.

3.5 Issue of RFP

Qualified Bidders will be eligible for issue of a Request for Proposal (RFP) document by BPC in order to submit their Bid.

SECTION - 4

FORMATS FOR RESPONSE TO RFQ

SECTION – 4

4. Formats for Response to RFQ

The following formats are required to be included in the Bidder's Response to RFQ. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.1 of Section – 2.

- i.Format for the Covering Letter
- ii.Format for Letter of Consent from Consortium Members
- iii.Format for evidence of authorized signatory's authority (Power of Attorney)
- iv.Format for Power of Attorney from to be provided by each of the other Members of the Consortium in favor of the Lead Member
- v.Format for Bidder's composition and ownership structure
- vi.Format for Consortium Agreement
- vii.Format for Qualification Requirement
- viii.No Objection Certificate (NOC) [from each of the Consortium Members in the event of change as per Clause 2.2.6.2 and Clause 2.2.6.3 of RFQ]
- ix.Format of Checklist for Response to RFQ submission requirements
- x.Authorization from Parent/Affiliate of Bidding Company/Member of Bidding Consortium whose technical/financial capability has been used by the Bidding Company/Member of Bidding Consortium.
- xi.Format for Illustration of Affiliates
- xii.Format for Disclosure

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 RFQ to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RFQ. Such modification shall not be construed as a change in Standard Bid Documents]

4.1 Format for the Covering Letter

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

Date: _____
From : _____

Tel. #:
Fax #:
E-mail address#

To,
[Insert Name and Address of BPC]

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for “.....”[Insert name of the Project] through tariff based competitive bidding process.

Sir,

1. Being duly authorised to present and act on behalf of M/s (insert name of Bidding Company / Bidding Consortium) (hereinafter called the “**Bidder**”) and having read and examined in detail the Request for Qualification (RFQ) document, the undersigned hereby submit our Response to RFQ with duly signed formats in one (1) original +(...) copies as stipulated in RFQ document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of submission as stated in the RFQ document and subsequent clarifications as per Clause 2.7 of RFQ.
3. The information submitted in our Response to RFQ is complete, is strictly as per the requirements stipulated in the RFQ document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Response to RFQ.
4. We hereby confirm that, as per Clause 2.1.4 of the RFQ we shall submit legally binding board resolution at the RFP stage for the total equity requirement of the Project.
[Sl. No 4 to be inserted in case only if the Bidder is a Bidding Company]

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

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

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to the Project.
7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the TSA.
8. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and maintain the said Project and to prepare this Response to RFQ.
9. We hereby confirm that we shall abide unreservedly with BPC's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the BPC's decision or its right to make such decision at any time in the future.
10. The Response to RFQ shall remain valid for a period of one hundred and eighty (180) days from the date of submission of Response to RFQ.
11. The details of contact person are furnished as under:
Name
Designation
Name of the Company
Address of the Bidder
Phone Nos.
Fax Nos.
E-mail address

Thanking you,

Yours sincerely,

(Signature and Seal)*

Name:

Designation:

Address:

Date -----

Place -----

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

- Provided that 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 and the Company Secretary also certifies that the Company does not have a Managing Director or CEO.

4.2 Format for Letter of Consent from Consortium Members

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

Date: _____
From : _____

Tel.#:
Fax#:
E-mail address#

To,
[Insert Name and Address of BPC

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for “.....” [Insert name of the Project] through tariff based competitive bidding process.

Dear Sir,

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

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

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

The details of contact person are furnished as under:

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

Dated the day of of 20...

Thanking you,
Yours faithfully,

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

Business Address:

Name and address of principal officer.

4.3 Format for evidence of authorized signatory’s authority (Power of Attorney)
POWER OF ATTORNEY

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

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

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

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

.....(signature)

Name:
Designation:

Accepted

Specimen signatures of attorney attested

(Signature of Notary Public)

.....(signature)

**(Name, Designation and Address
of the Attorney)**

Place:-----

Date:-----

Note:

- (1) To be executed by Bidding Company or the Lead Member of the Bidding Consortium, as the case maybe.**
- (2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter**

documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the required procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

- (3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).**

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

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

(Name Designation Place: Date:)

WITNESS

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Accepted

Specimen signatures of attorney attested

(Signature of Notary Public)

.....(signature)

(Name, Designation and Address of the Attorney)

Place:-----

Date:-----

Note:

Note:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter

documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

- (2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).**

4.5 Format for Bidder’s composition and ownership structure

1. Corporate Details:

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

a) Company’s Name, Address, and Nationality:

Name: _____

Address: _____

Website Address: _____

Country of Origin: _____

b) Year Organized: _____

c) Company's Business Activities:

d) Status as a Bidder:

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

Note: (tick the applicable serial number)

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

f) Name of the authorised representative:

g) Telephone Number: _____

h) Email Address: _____

i) Telefax Number: _____

j) Please provide the following documents:

- (i) Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the company secretary as **Attachment 1** for Bidding Company/ each Member of Bidding Consortium including Lead Member.
- (ii) Authority letter (as per format for authorization given below) in favour of BPC from the Bidder/every Member of the Consortium authorising BPC to seek reference from their respective bankers & others as **Attachment 2** as per Clause 2.1.6 of the RFQ.

2. Details of Ownership Structure:

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

Name of the Bidding Company/ Consortium Member:

Status of equity holding as on

NAME OF EQUITY HOLDER	TYPE and NO. OF SHARES OWNED	EXTENT OF VOTING CONTROL (%)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
....		

Notes:

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

For and on behalf of Bidding Company/ Bidding Consortium

M/s.....

(Signature of authorized representative

Name:

Designation:

Stamp:

Date:

Place:

FORMAT FOR AUTHORISATION

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

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

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

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

Signature and Name of the authorised representative of the Company

Company rubber stamp/seal

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

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

4.6 Format for Consortium Agreement

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

THIS Consortium Agreement executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Response to RFQ and submitting a Bid in response to RFP (in the event of selection as qualified Bidder), acquisition of the[Insert name of the SPV](in case of award) and entering into other Agreement(s) to be specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Long Term Transmission Customers .

WHEREAS the Long Term Transmission Customers desired to procure transmission service through a tariff based competitive bidding process.

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

AND WHEREAS Clause 2.2.4 of the RFQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFQ document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS Clause 2.2.4 of the RFQ document also stipulates that the Bidding Consortium shall provide along with the Response to RFQ, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

- 1. In consideration of the selection of the Consortium as the selected bidder by the BPC, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFQ for self and agent for and on behalf

of (the names of all the other Members of the Consortium to be filled in here)

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members
3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
5. Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital of the project company” shall be in the following proportion: (if applicable)

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

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

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilising debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.
11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
13. It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Member shall furnish the bid bond, as stipulated in the RFP, on behalf of the Consortium Members.
14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the Long Term Transmission Customers, as stipulated in the RFP and TSA.
15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the TSA unless expressly agreed to the contrary by the Long Term Transmission Customers. Over the term of the TSA, the provisions of TSA shall apply on the Consortium Members.
16. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFQ/RFP and for the purposes of the Project.
17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of Long Term Transmission Customers.

This Consortium Agreement

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

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

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

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

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

(Name:
Designation:
Place:
Date:)

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

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

(Name:
Designation:
Place:
Date:)

WITNESS ³

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

³ Separate witness for each Consortium Member should fill in the details.

2.
(Signature)

Name

Designation.....

Attested:

(Signature)
(Notary Public)

Place:
Date:

4.7 Format for Qualification Requirement

A. INTERNAL RESOURCE GENERATION

To,
[Insert Name and Address of BPC]

Dear Sir,

Sub: **Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for[Insert name of Project] through tariff based competitive bidding process**

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

We certify that the Financially Evaluated Entity(ies) had Internal Resource Generation equal to Rs. Crore or equivalent USD* computed as per instructions in the RFQ and equal to three times the maximum internal resource generated in the financial year[Insert three preceding financial years][Strike out whichever is not applicable] based on unconsolidated audited annual accounts (refer Note 2 below) of any of the last three (3) financial years immediately preceding the last date of submission of Response to RFQ.

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

*Equivalent USD shall be calculated as per provisions of Clause 3.1.3.1

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

2 [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity (ies) had Internal Resource Generation equal to at least Rs. Crore or equivalent USD* computed as per instructions in the RFQ and equal to three times the maximum internal resource generated in a financial year [Insert three preceding financial

years][Strike out whichever is not applicable] based on unconsolidated audited annual accounts (refer Note 2 below) for the year, as per the following details.

Name of Consortium Member (1)	Equity Commitment in the Project (%) (2)	Internal Resource Generation of Member (Rs.Crore) (3) (As per table below)	Internal Resource Generation Requirement to be met by Member in proportion to the Equity Commitment (Rs.Crore) (4 = 2 x Total IRG requirement for the Project)	Whether the Member meets the Internal Resource Generation Requirement (5)
1				Yes/No
2				Yes/No
..				Yes/No
Total Internal Resource Generation for financial requirements				

Member – I (Lead Member)

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

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

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Internal Resource Generation*** (Rs. Crore)
1		

Total Internal Resource Generation		

*Equivalent USD shall be calculated as per provisions of Clause 3.1.3.1

** The column for “Relationship with Member of Consortium” is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification

Requirements.

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

Yours faithfully

(Signature and stamp of Managing Director /Chief Executive Officer/Manager [refer Note-3 and 4 below] of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

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

Date:

Note:

1. Along with the above format, in a separate sheet, please provide details of computation of Internal Resource Generation duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
4. In case 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.

B. NET WORTH

To,
 [Insert Name and Address of BPC]

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for[Insert name of the Project] through tariff based competitive bidding process

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

Name of Financially Evaluated Entity(ies)	Relationship with Bidding Company**	Networth (Rs. Crore)
1		
2		
3		
....		
Total Network		

*Equivalent USD shall be calculated as per provisions of Clause 3.1.3.1
 ** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

2 [Note: Applicable in case of Bidding Consortium]

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

Name of Consortium Member (1)	Equity Commitment in the Project (%) (2)	Networth of Member (Rs.Crore) (3) (As per table below)	Networth Requirement to be met by Member in proportion to the Equity Commitment (Rs.Crore) (4 = 2 x Total Networth requirement for the Project)	Whether the Member meets the Networth Requirement (5)
1				Yes/No
2				Yes/No
..				Yes/No
Total Networth for financial requirements				

Member – I (Lead Member)

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

- i. Name of Member:
- ii. Total Networth requirement: Rs _____crores
- iii. Percentage of equity commitment for the Project by the Member____%
- iv. Networth requirement for the Member***: Rs. _____crores.
- v. Financial year considered for the Member:_____

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Networth (Rs. Crore)
1		

Total Networth		

*Equivalent USD shall be calculated as per provisions of Clause 3.1.3.1

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

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

Yours faithfully

(Signature and stamp of Managing Director /Chief Executive Officer /Manager [refer Note-3 and 4 below] of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

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

Date:

Note:

1. Along with the above format, in a separate sheet, please provide details of computation of Networth duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
4. In case 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.

C. FORMAT FOR TECHNICAL REQUIREMENT

To,
[Insert Name and Address of BPC]

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for[Insert name of the Project] through tariff based competitive bidding process

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

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

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

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

* Equivalent USD shall be calculated as per provisions of Clause 3.1.3.1

** The column for “Relationship with Bidding Company / Lead Member” is to be filled in only in case technical capability of Parent/Affiliate has been used for meeting Qualification Requirements.

Yours faithfully

(Signature and stamp of Managing Director /Chief Executive Officer/Manager [refer Note-2 and 3 below] of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

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

Date:

Note:

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

D. FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING [to be filled by Bidding Company/ each Member of the Bidding Consortium including Lead Member if credentials of Parent and/or Affiliates have been used by them]

To,
[Insert Name and Address of BPC]

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for [Insert name of Project] through tariff based competitive bidding process

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

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

NOTE:

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

Yours faithfully

(Signature and stamp of Managing Director /Chief Executive Officer/Manager (refer Note 1 and 2 below) of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

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.

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

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

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

Date:

E. ADDITIONAL INFORMATION FOR VERIFICATION OF FINANCIAL AND TECHNICAL CAPABILITIES OF BIDDERS.

Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially Evaluated Entity(ies))

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

i. Financial capability (Attachment 1):

1. Bidders shall attach unconsolidated/ consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last three (3) financial years as **Attachment 1**. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.
2. In addition to providing copies of unconsolidated audited annual accounts as per 1) above, please complete the following table (for conversion of Indian Rupees refer Clause-3.1.3.1of Section-3). These computations shall be made on the basis of unconsolidated audited accounts.

Figures Rs. In Crores

Financial Information	Actuals: Last Three financial years		
Financial year			
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Net worth**			
6. Turnover			
7. Profits before tax			
8. Profits after tax			
9. Internal Resources Generation **			
10. Exchange Rate (\$/Rs) refer Clause 3.1.3.1of Section 3.			

** Refer instructions in Clause 2.1.3.2 of Section 2 for calculating Networth and Internal Resources Generation

Notes:

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

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

ii. Technical capability (Attachment 2):

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

Particulars	Year 1	Year 2	Year 3	-----	Upto Year 10
Name(s) of project(s)					
Location(s) including country(s) where project was set up					
Nature of Project					
Voltage level (if any)					
Capital cost of project(s) Rs. in Crores					
*Status of the project					
% of equity owned in the project(s)					

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

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

- Project model, i.e., BOO, BOOT, BOOM;
- Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project

- Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), forest clearance and other statutory / Govt. clearances.
 - Cost data (breakdown of major components)
 - Name of EPC and/or other major contractor
 - Construction time for the project
 - Names, addresses and contact numbers of owners of the projects
 - Operating reliability over the past five (5) years or since date of commercial operation
 - Operating environmental compliance history
 - Names of supervisory entities or consultant, if any
 - Date of commercial operation
 - Total duration of operation
- iii. **Attachment-3** : For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project.

For and on behalf of Bidding Company/Consortium

M/s.....
(Signature of authorised representative)
Name
Designation
Date
Place

4.8 No Objection Certificate (NOC) [from each of the Consortium members in the event of change as per Clause 2.2.6.2 and 2.2.6.3 of RFQ]

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

To,
[Insert Name and Address of BPC]

Dear Sir,

Sub: No objection for change in Membership of the Bidding Consortium (Reference Clause 2.2.6.2) OR No objection for change from Bidding Consortium to Bidding Company (Reference Clause 2.2.6.3) [Strike-off whichever is not applicable]

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

OR

We M/s. (Insert name of Member issuing NOC) have been duly informed by M/s..... (Insert name of Lead Member) of the intention to change the Bidding Consortium. M/s....., M/s (*Insert names of Members being excluded from the Bidding Consortium*) are to be excluded from the Bidding Consortium and M/s....., M/s.....(*Insert Names of Members being inducted in the Bidding Consortium*) are to be inducted into the Bidding Consortium.

We have no objection to this change in Response to RFQ by M/s.....(Insert name of Lead Member) and hereby permit the BPC to consider this change as per Clause 2.2.6.2 **or** 2.2.6.3, as the case may be, of the RFQ dated.....[Insert date].

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

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

Signature and Name of the authorised representative of the Company

Company rubber stamp/seal

4.9 Format of checklist for Response to RFQ submission requirements

Response to RFQ Submission Requirements	Response (Yes/No)
<p>Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable.</p> <p>Format for Letter of Consent on the letterhead from each Consortium Member, including Lead Member.</p> <p>Format for evidence of authorized signatory’s authority (Power of Attorney(to be submitted in original).</p> <p>Format for Power of Attorney from each Consortium Member in favor of Lead Member to be provided by each of the other Members of the Consortium in favour of the Lead Member (to be submitted in original).</p> <p>Format for Bidder’s composition and ownership structure.</p> <p>Format for Consortium Agreement (to be submitted in original).</p> <p>Format for Qualification Requirement.</p> <p>Calculation sheets detailing computation of Internal Resources Generation, Networth and Capital expenditure of Projects considered for meeting Qualifying Requirements.</p> <p>Last 3 financial years’ unconsolidated audited annual accounts, as the case may be, of Bidding Company or each Member in case of a Consortium including Lead Member.</p> <p>Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the company secretary of Bidding Company or each Member in case of a Consortium including Lead Member.</p>	

<p>Attachment detailing projects completed/commissioned and for which commercial operation has commenced including Executive Summary for each project.</p> <p>For each project listed in Attachment above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners or clients for the project.</p> <p>Authority letter in favour of BPC from the Bidder/every Member of the Consortium authorising BPC to seek reference from their respective bankers & others.</p> <p>Authorization from Parent/Affiliate of Bidding Company/Member of Bidding Consortium whose technical/financial capability has been used by the Bidding Company/Member of Bidding Consortium.</p> <p>Initialing of all pages of Response to RFQ by Authorized Signatory.</p> <p>Format for Illustration of Affiliates.</p> <p>Format for Disclosure.</p>	
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For and on behalf of Bidder Company
M/s.....
(Signature of authorised representative)

4.10 Authorisation from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium.

[On the Letter Head of the Parent /Affiliate]

Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To

[BPC Address]

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

Dear Sir,

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

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

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

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

(Signature and stamp of Managing Director /Chief Executive Officer/Manager (refer Note 1and 2 below) of Parent/Affiliate)

Name:

Date:

Place:

Note:

1. Managing Director / Chief Executive Officer, being a full time director in the Board of the Parent/Affiliate.
2. In case of Manager, the Parent/Affiliate 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 Parent/Affiliate does not have a Managing Director or CEO.
3. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking shall be furnished by the Ultimate Parent at the RFP stage on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

(Signature and Stamp of statutory Auditors of Parent/Affiliate)

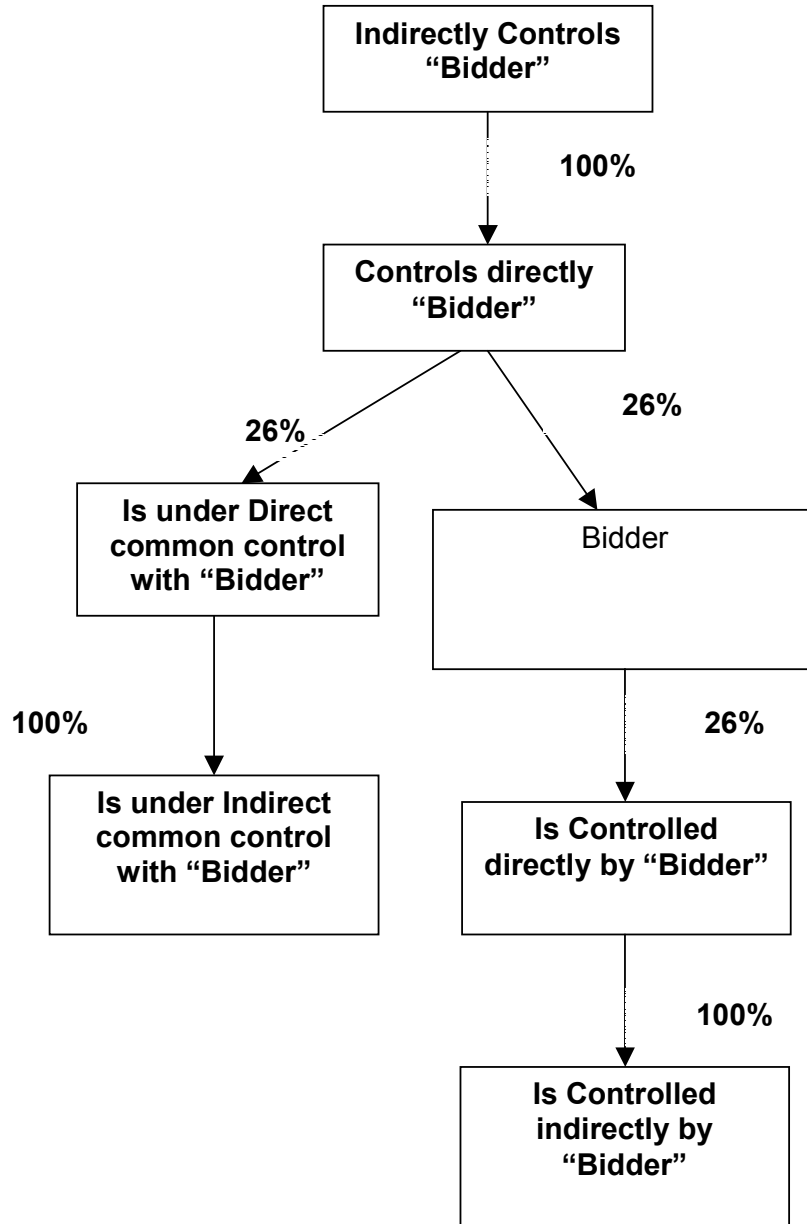
Name:

Date:

Place:

Please also affix common seal of Parent/Affiliate

4.11 Format for illustration of Affiliates



4.12 Format for disclosure

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

Disclosure

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

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

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

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

*Signature of
Chief Executive Officer/Managing
Director/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 1-2 below) of the **Bidding Company** or of the **Member, in case of a Consortium**).

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.

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