

Request for Qualification Document

**For the Shortlisting of Bidders
as
Prospective Developers**

**to
Build, Own, Operate and Maintain
the
Indrapuri Hydroelectric Power Project
through a
Competitive Bidding Process**



Bihar State Hydroelectric Power Corporation
Second Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001

Bihar State Hydroelectric Power Corporation (BSHPC)

Second Floor, Sone Bhawan, Birchand Patel Marg, Patna – 800 001.

Telephone: 00 91 (612) 222 7746 / 222 4002 / 222 8276 / 220 1653

Facsimile: 00 91 (612) 222 7692

www.bshpc Ltd.com

Request for Qualification Document for short listing of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process.

NIT No. 02/Civil/2008-09 dated : 07.07.2008

This RFQ document is issued to:

M/s.

Address:

Money Receipt No.

Date :

Disclaimer

1. This Request for Qualification (RFQ) document is not an agreement or offer by Bihar State Hydro Power Corporation (BSHPC) 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 BSHPC 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 BSHPC 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 BSHPC 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 BSHPC, 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 BSHPC 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 BSHPC or any person working in the qualification process.
6. BSHPC 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 ten (10) days prior to the last date for submission of Response to RFQ.

7. Each Bidder unconditionally agrees, understands and accepts that BSHPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither BSHPC 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 BSHPC immediately. If no intimation is received from any of the Bidders within ten (10) 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.

Table of Contents:

1. INTRODUCTION	11
2. INFORMATION AND INSTRUCTION FOR BIDDERS	15
3. EVALUATION OF RESPONSE TO RFQ.....	28
4. FORMATS FOR RESPONSE TO RFQ	33

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 4.11;

“**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;

“**Bid**” shall mean the Non-Financial Bid and the 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;

“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 / reorganization / consolidation / demerger;

“Conflict of Interest”: A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“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, operation and maintenance of the Project including without any limitation on the construction, ownership, operation and maintenance of the Project and/or associated facilities, if any;

“Developer” shall mean the qualified Bidder who would be selected through the competitive bid process pursuant to the RFP as per the evaluation framework specified therein and who shall execute the RFP Project Documents;

“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;

“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;

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

“Letter of Intent” shall mean the letter to be issued by BSHPC to the qualified Bidder, who has been identified as the Developer, for award of the Project to such Bidder;

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

“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 Clause 2.1 of RFQ;

“RFP” shall mean Request for Proposal document along with all schedules, annexures 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. Project Development Agreement (PDA),
- b. State Support Agreement (if necessary),
- c. Any other agreement, as may be required;

“RFQ” shall mean the Request for Qualification document issued by BSHPC for selection of a developer to execute the Project through a competitive bidding process 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;

“Saleable Design Energy” shall mean the quantum of energy available for sale (ex-bus) after allowing for thirteen percent (13%) free energy to the beneficiary state(s);

“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;

“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 State Government of Bihar has authorized the Bihar State Hydroelectric Power Corporation (BSHPC) as the nodal agency for identifying, planning and executing potential hydro power projects in the states of Bihar and Jharkhand. In pursuance to the above, BSHPC is now planning to select a Developer through a competitive bidding process for the development of the Indrapuri Hydroelectric Power Project (hereinafter referred to as the "Project") on build, own, operate and maintain basis and has issued a request on 07 August 2008 for Expression of Interest and Request for Qualification.
- 1.2. The objective of this bidding process is to select the Developer for setting up, owning, operating and maintaining the Project for a term of forty (40) years. The RFP Project Documents, including the Project Development Agreement (PDA), will be available along with the Request for Proposal (RFP). The Developer shall enter into a PDA with BSHPC as detailed out in the RFP.
- 1.3. BSHPC now invites responses from all prospective Bidders in accordance with this Request for Qualification (RFQ) to shortlist Bidders to participate in the next stage of Bidding, i.e., RFP, as part of the bidding process to select the Developer with the required technical and financial capability through a competitive bidding process to build, own, operate and maintain the Project.

1.4. Project Description:

- 1.4.1. Indrapuri Hydroelectric Power Project (previously named as the Kadhwan Reservoir project) is to be located in the Rohtas district of Bihar/ Garhwa district of Jharkhand on river Sone, for providing irrigation facilities, generating hydro power and providing measures flood control as the main objectives. The Project shall be of the installed power generating capacity in the range of 400MW to 500MW.
- 1.4.2. The salient features of the project are:
 - A 45-meter high earth dam of length 3,895 meters;
 - 5 Penstocks of length 60 meters each and diameter 8.7 meters;
 - Power house of vertical Kaplan synchronous generation units
 - A tail pool of size 180 m x 185 m.
- 1.4.3. The above details are from the result of a detailed project report and studies

that were undertaken by BSHPC earlier. Bidders are however advised to make their own assessment about the Project independently on their own to establish Project feasibility.

1.5. Status of the Project:

- 1.5.1. BSHPC has, in the past, carried out various investigations and studies in relation to the development of the Project, including preparation of a detailed project report by M/s METAPLANNERS, copy of which shall be made available to the Qualified Bidders at the RFP stage. Bidders may, however, make their own assessment about the Project to establish the feasibility of the Project.
- 1.6. The Developer's scope of work for the Project shall comprise of, but not necessarily be limited to the following:
 - 1.6.1. 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, land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning.
 - 1.6.2. The Developer shall ensure timely completion of entire scope of Project in all respects in line with the requirements as shall be specified in the RFP and shall be responsible for its operation and maintenance and supply of power in terms of the RFP Project Documents.
- 1.7. The details and documents as may be available with BSHPC in relation to the Project shall be handed over to the Developer on as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits. BSHPC will assist the Developer in seeking Consents, Clearances and Permits from the various authorities by providing recommendatory letters and assist in the process of land acquisition and implementation of the rehabilitation and resettlement of the project affected persons.
- 1.8. The Project is required to be completed in accordance with the schedule to be specified in the RFP.
- 1.9. All Bidders are required to submit information in accordance with the instructions set forth in this RFQ. Bidders should provide information sought herein in order to satisfactorily comply with the Qualification Requirements for executing the Project.

1.10. Supply of Power

1.10.1. The Developer shall be contractually responsible to supply power free of cost equal to thirteen percent (13%) of the total Saleable Design Energy from the Project to the beneficiary(ies) as may be specified in the RFP. The Developer would be free to enter into sale agreements for the balance saleable design energy from the Project as per the provisions of the Electricity Act 2003.

1.11. Tariff

1.11.1. The tariff for sale of saleable design energy excluding the component of free power may be decided at the option of the Developer either through the competitive bidding process or with the approval of the Appropriate Commission in terms of the provisions of the amended National Tariff Policy.

Section 2

Information and Instructions to Bidders

SECTION: 2

2. INFORMATION AND INSTRUCTION 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

2.1.2.1. 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 Rupees Three hundred and thirty crores (Rs. 330 crores) 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 Rupees Sixty crores (Rs. 60 crores) 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 twenty six percent (26%) of the shareholding in the company that has executed the project(s) and must have held such shareholding from the date of financial closure of the project(s) till the time of commissioning / completion of such project(s). The Technically Evaluated Entity may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be.

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

Bidders shall furnish documentary evidence duly certified by Managing Director / Chief Executive Officer, being a full time director on the Board of the company / 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 Rupees One hundred and thirty five crores (Rs. 135 crores) or equivalent USD (calculated as per provisions in Clause 3.1.3.1) computed as five (5) 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 five (5) financial years immediately preceding the last date of submission of Response to RFQ.

B. Networth:

Networth should be equal to at least Rupees Two hundred and twenty-five crores (Rs. 225 crores) 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.

C. Annual Turnover:

Annual turnover should be equal to at least Rupees Five hundred and forty crores (Rs. 540 crores) or equivalent USD (calculated as per provisions in Clause 3.1.3.1), based on the unconsolidated audited annual accounts (refer to the Note below) for any of the last three (3) financial years immediately preceding the last date of submission of the Response to RFQ.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Response to RFQ. Bidders shall furnish documentary

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

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

C. Annual Turnover

= Annual gross revenue earned by the Bidder

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

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

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 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 in form of a certification from a practicing Company Secretary or Statutory Auditor 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(E).

- 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, BSHPC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. BSHPC 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 the execution of the RFP Project Documents. 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 PDA. 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 five (5) 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 company incorporated by the Bidding Consortium to execute the RFP Project Documents 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 one hundred percent (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 BSHPC.

2.2.4.2. The Lead Member should designate one person to represent the Consortium in its dealings with BSHPC. 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 one hundred percent (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 BSHPC. 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), authorizing the signatory of the Response to RFQ. At the RFP Stage, the Bidding Company shall provide the board resolution committing one hundred percent (100%) of equity requirement for the Project.

2.2.6. Change in the composition of the Bidder

2.2.6.1. Change in Ownership

Subject to the provisions of Clauses 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 BSHPC, 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 BSHPC 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 BSHPC, 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 BSHPC seeking its approval for such change at least thirty (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 BSHPC 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 the PDA.

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 objection 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. The BSHPC reserves the right to seek additional information and documents from the Bidder, if considered necessary.

2.2.6.9. BSHPC 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 BSHPC.

2.3. Receipt and Opening of Response to RFQ

The Response to RFQ duly filled in, one (1) original and two (2) copies, placed in one envelope, must be delivered to the address hereunder on or before 1200 hrs. (IST) on 15 November 2008 and will be opened on the same day at 1600 hrs. (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.

Office of the Managing Director,
Bihar State Hydroelectric Power Corporation
Second Floor, Sone Bhawan,
Birchand Patel Marg, Patna – 800 001.

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 Developer to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process”

Office of the Managing Director,
Bihar State Hydroelectric Power Corporation
Second Floor, Sone Bhawan,
Birchand Patel Marg, Patna – 800 001.

“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 BSHPC 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. BSHPC shall not be responsible for any delay in receipt of response. Any Response to RFQ received by BSHPC 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 BSHPC 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, BSHPC will assume no responsibility for its misplacement or premature opening.

2.5. Preparation Cost

- 2.5.1. The Bidder shall be responsible for all the costs associated with the preparation of the Response to RFQ and participation in discussions. BSHPC shall not be responsible in any way for such costs, regardless of the

conduct or outcome of the process of competitive bidding for selection of the Developer.

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 BSHPC 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 the RFP, 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 BSHPC and BSHPC shall have no obligation to return the same to the Bidder.

- BSHPC reserves the right to reject the Bid, in case BSHPC is not intimated of any change in the composition of the Bidder.
- BSHPC reserves the right to reject all Responses to RFQ and / or annul the bidding process to select the Developer for the Project without assigning any reason. BSHPC shall not bear any liability, whatsoever, in this regard.

2.7. Clarifications on RFQ document

2.7.1. BSHPC 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 BSHPC.

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

The Managing Director,	Phone(Off): 00 91 (612) 222 7746
Bihar State Hydroelectric Power Corporation,	00 91 (612) 222 4002
Second Floor, Sone Bhawan,	Fax : 00 91 (612) 222 7692
Birchand Patel Marg,	E-mail: bshpc@bih.nic.in
Patna – 800 001.	

- a. At any time, not later than ten (10) days prior to the last date for submission of Response to RFQ, BSHPC 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, BSHPC 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	Upto September 25, 2008
2. Pre-bid conference for investors	October 17, 2008
3. Submission of Response to RFQ	Upto December 01 , 2008
4. Opening of Response to RFQ	December 02, 2008

To enable BSHPC 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 BSHPC to reject a Bid

BSHPC 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 BSHPC 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 BSHPC.
- 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, BSHPC 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 BSHPC.

- 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. BSHPC 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, BSHPC shall have no liability towards any Bidder and no Bidder shall have any recourse to BSHPC with respect to the qualification process.

BSHPC shall evaluate Response to RFQ using the process specified in Clause 3.1, at its sole discretion. BSHPC'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 BSHPC 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
- v. Members of the Consortium in favor of the Lead Member
- vi. Format for Bidder's composition and ownership structure
- vii. Format for Consortium Agreement
- viii. Format for Qualification Requirement
- ix. 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]
- x. Format of Checklist for Response to RFQ submission requirements
- xi. 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.
- xii. Format for Disclosure

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

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:/...../..... (dd/mm/yyyy)
From :
.....
.....
Telephone:
Facsimile:
E-mail address:

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)**
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001

Sub: Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydro Power Project through a competitive bidding process.

Dear Sir,

1. Being duly authorised to present and act on behalf of M/s (insert name of Bidding Company / Bidding Consortium) (hereinafter called the “Bidder”) and having read and examined in detail the Request for Qualification (RFQ) document, the undersigned hereby submit our Response to RFQ with duly signed formats in one (1) original + two (2) 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 affects 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 RFP Project Documents.
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 BSHPC's decision in the qualification process for selection of qualified Bidder and further warrant that under no circumstances we shall challenge either the BSHPC'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 the 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:

Place:

Date:/...../..... (dd / mm / yyyy)

* 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:/...../..... (dd/mm/yyyy)
From :
.....
.....
Telephone:
Facsimile:
E-mail address:

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)**
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001

Sub: **Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydro Power Project through a 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 developers to build, own and operate the Indrapuri Hydroelectric Power Project through a 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 developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to BSHPC, representing us in all matters before BSHPC, and generally dealing with BSHPC 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:/...../.....

Notes:

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 developer to build, own and operate the Indrapuri Hydroelectric Power Project through a competitive bidding process, for which bids will be invited by the BSHPC having its registered office at 2nd Floor, Sone Bhawan, Birchand Patel Marg, Patna – 800 001. We also authorize the said Lead Member to undertake the following acts:

- a. 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 competitive bidding process initiated by BSHPC for selection of the developer.
- b. 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 the Developer, 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:.....)

WITNESSES:

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:/...../.....

Notes:

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: Please 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) Facsimile 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 BSHPC from the Bidder / every Member of the Consortium authorising BSHPC 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 the 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 BSHPC to verify our Response to RFQ for selection of developer to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a 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), development of the Project (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.

WHEREAS, BSHPC desires to select a Developer through a competitive bidding process to build, own, operate and maintain the Project.

WHEREAS, BSHPC 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 Developer by BSHPC, 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 Patna 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 Developer, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the Developer in favor of BSHPC, as stipulated in the RFP and PDA.
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 PDA unless expressly agreed to the contrary by BSHPC. Over the term of the PDA, the provisions of PDA 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 BSHPC.

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 BSHPC.

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

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

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

(Name:.....)

Designation:.....

Place:.....

Date:...../...../.....)

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

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

(Name:.....)

Designation:.....

Place:.....

Date:...../...../.....)

WITNESS³:

1. (Signature)

2. (Signature)

Name:

Name:

Designation:

Designation:

Attested:

..... (Signature) (Notary Public)

Place:.....

Date:/...../.....

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

4.7. Format for Qualification Requirement

A. INTERNAL RESOURCE GENERATION

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a 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. crores [Insert in terms of both words and figures] or equivalent USD* computed as per instructions in the RFQ and equal to five times the maximum internal resource generated in the financial year[Insert the five preceding financial years][Strike out whichever is not applicable] based on unconsolidated audited annual accounts (**refer Note 2 below**) of any of the last five (5) financial years immediately preceding the last date of submission of Response to RFQ.

Name of the Financially Evaluated Entity(ies)	Relationship with the Bidding Company * *	Internal Resource Generation (in Rs. Crores)
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. crores [Insert both in terms of word and figures] or equivalent USD* computed as per instructions in the RFQ and equal to five times the maximum internal resource generated in a financial year [Insert five preceding financial years][Strike out whichever is not applicable] based on unconsolidated audited annual accounts (refer Note 2 below) for the year, as per the following details.

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

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

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 the Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Internal Resource Generation (Rs. crores)
1.		
2.		
.....		
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:/...../.....

Notes:

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 twenty six percent (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. NETWORTH

To,

The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process.

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

We certify that the Financially Evaluated Entity(ies) had a Networth of Rs. crores [Insert both in terms of words and figures] 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 the Financially Evaluated Entity(ies)	Relationship with the Bidding Company * *	Networth (in Rs. Crores)
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. crores [Insert both in terms of words and figures] 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 the Consortium Member	Equity commitment in the Project	Networth of Member (Rs. crores) (As per table below)	Networth Requirement to be met by Member in proportion to the equity commitment (Rs. crores)	Whether the Member meets the Networth Requirement
(1)	(2)	(3)	(4) = (2) x Total Networth requirement for the Project	(5)
1.				Yes / No
2.				Yes / No
.....				Yes / No
Total Networth for financial requirements				

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

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 the Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Networth (Rs. crores)***	Financial Year ****
1.			
2.			

Name of the Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Networth (Rs. crores)***	Financial Year ****
.....			
Total Network			

* 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.

**** The Financial Year has to be same for all the Evaluated Entities

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:/...../.....

Notes:

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 twenty six percent (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. ANNUAL TURNOVER

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process.

We certify that the Financially Evaluated Entity(ies) had an Annual Turnover of Rs. crores [Insert both in terms of words and figures] 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.

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

We certify that the Financially Evaluated Entity(ies) had a minimum Networth of Rs. crores [Insert both in terms of words and figures] 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 the Financially Evaluated Entity(ies)	Relationship with the Bidding Company * *	Annual Turnover (in Rs. Crores)
1.		
2.		
3.		
.....		
Total Annual Turnover		

* 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. crores [Insert both in terms of words and figures] 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 the Consortium Member	Equity commitment in the Project	Annual Turnover of Member (Rs. crores) (As per table below)	Annual Turnover Requirement to be met by Member in proportion to the equity commitment (Rs. crores)	Whether the Member meets the Annual Turnover Requirement
(1)	(2)	(3)	(4) = (2) x Total Annual Turnover requirement for the Project	(5)
1.				Yes / No
2.				Yes / No
.....				Yes / No
Total Annual Turnover for financial requirements				

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

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 Annual Turnover requirement: Rs crores
- iii. Percentage of equity commitment for the Project by the Member:%

- iv. Annual Turnover requirement for the Member^{***}: Rs. crores.
- v. Financial year considered for the Member:

Name of the Financially Evaluated Entity(ies)	Relationship ^{**} with Member of Consortium	Annual Turnover (Rs. crores) ^{***}	Financial Year ^{****}
1.			
2.			
.....			
Total Annual Turnover			

* 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.

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

**** The Financial Year has to be same for all the Evaluated Entities

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:/...../.....

Notes:

- 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 twenty six percent (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.

D. FORMAT FOR TECHNICAL REQUIREMENT

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a 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. crores or equivalent USD*. We further certify that the capital expenditure of [insert name of the project] project is equivalent to Rs. crores 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 at least 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	Relationship** with Bidding Company/Lead Member	Project name	Nature of Project	Date of Completion / Commissioning / Commercial Operation of partly completed projects	Project cost (Rs. Crore)	Percentage Equity Holding of Company at (1) in Completed project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(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:/...../.....

Notes:

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.

E. FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP AND 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,

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

Dear Sir,

Sub: **Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydro Power Project through a 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			

Notes:

- 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:

(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:/...../.....

Notes:

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.

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

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

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

.....

1. Financial capability (Attachment 1):

- i. Bidders shall attach unconsolidated/ consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last five (5) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.
- ii. In addition to providing copies of unconsolidated audited annual accounts as per (i) above, please complete the following table (for conversion of Indian Rupees, refer Clause 3.1.3.1 of Section-3). These computations shall be made on the basis of unconsolidated audited accounts.

Financial Information	Actual Figures for the last five (5) Financial Years in Rs. crores				
1. Total Assets					
2. Current Assets (CA)					
3. Total Liabilities					
4. Current Liabilities (CL)					
5. Networth **					
6. Annual Turnover					
7. Profits before tax (PBT)					
8. Profits after tax (PAT)					
9. Internal Resource Generation (IRG) **					

Financial Information	Actual Figures for the last five (5) Financial Years in Rs. crores				
10. Exchange Rate (\$/Rs.) (refer Clause 3.1.3.1 of Section 3)					

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

2. Technical capability (Attachment 2):

- i. 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	Up to Year 10
Name(s) of the projects					
Location(s), including country(ies) where project was set up					
Nature of the project					
Capital cost of the project(s) in Rs. 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 (Build, Own and Operate), BOOT (Build, Own, Operate and Transfer), BOOM (Build, Own, Operate and Maintain);
- 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 forest clearance, R&R 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

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 (Attachment 3).

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 Clauses 2.2.6.2 and 2.2.6.3 of the RFQ]

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

To,

**The Managing Director,
Bihar State Hydroelectric Power Corporation Limited (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

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 BSHPC to consider this change as per Clauses 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)

Name:

Designation:

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, Turnover and Capital expenditure of Projects considered for meeting Qualifying Requirements.</p> <p>Last five (5) 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 BSHPC from the Bidder / every Member of the Consortium authorising BSHPC to seek reference from their respective bankers & others.</p> <p>Authorization from Parent / Affiliate of Bidding Company / Member of Bidding</p>	

Response to RFQ Submission Requirements	Response (Yes / No)
<p>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 Disclosure.</p> <p>Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member.</p>	

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.:
Facsimile No.:
E-mail address:

To:
**The Managing Director,
Bihar State Hydroelectric Power Corporation Limited (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

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 shortlisting of prospective developers for the Indrapuri Hydroelectric Power 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 Indrapuri Hydroelectric Power 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 1 and 2 below) of Parent / Affiliate)

Name:
Date:
Place:

Notes:

- 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.

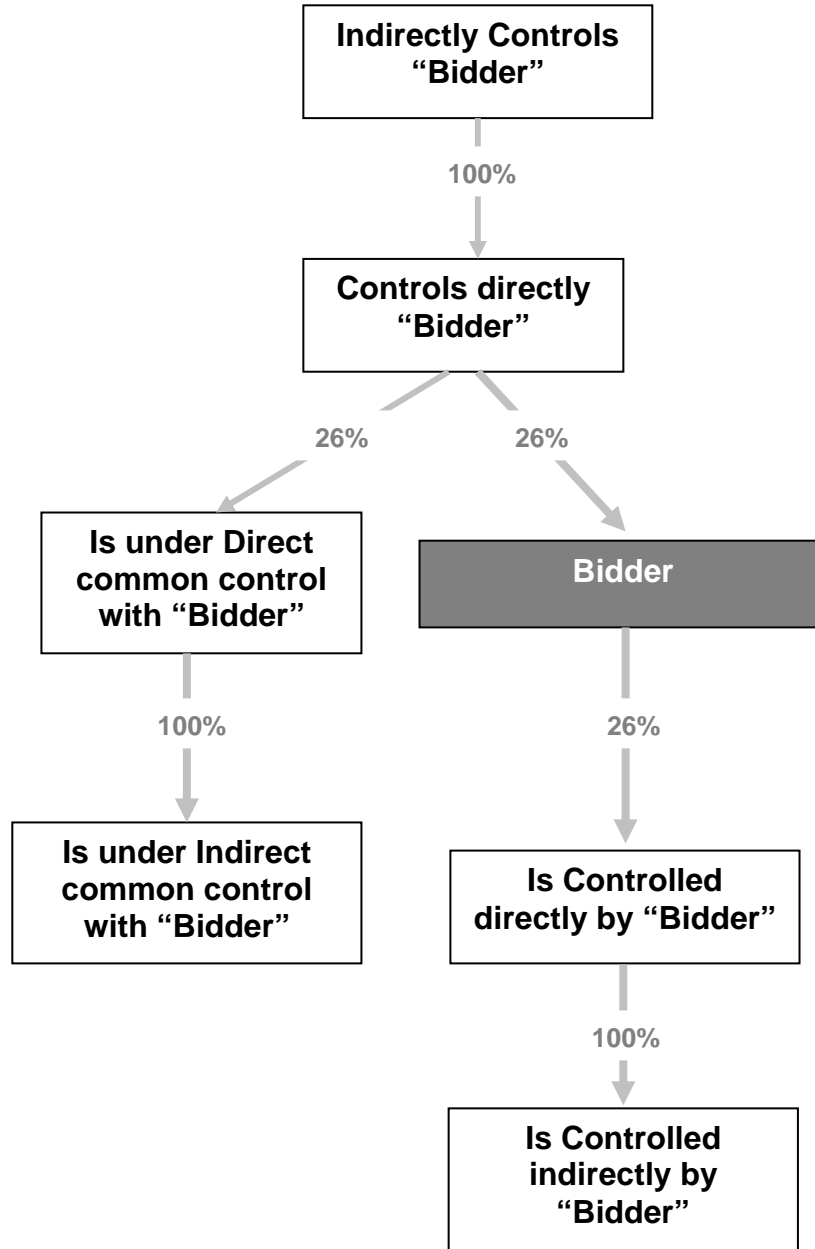
- 3. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking shall be furnished by the Ultimate Parent at the RFP stage on behalf of such Financially Evaluated Entity / Technically Evaluated 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]

To:

**The Managing Director,
Bihar State Hydroelectric Power Corporation (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

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

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

Note: 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)

Date:/...../.....

Place:

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

Notes:

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.

4.13. Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member.

To:

**The Managing Director,
Bihar State Hydroelectric Power Corporation Limited (BSHPC)
2nd Floor, Sone Bhawan, Birchand Patel Marg,
Patna – 800 001**

Dear Sir,

Sub: **Response to RFQ for shortlisting of Bidders as prospective developers to build, own, operate and maintain the Indrapuri Hydroelectric Power Project through a competitive bidding process.**

We hereby certify that M/s....., M/s.....,M/s are the Affiliate(s) / Parent Company of the Bidding Company / Member of the Bidding Consortium as per the definition of Affiliate / Parent Company as provided in this RFP and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Bidding Company / Member of the Consortium in the Affiliate / Parent Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company / Member of Bidding Consortium	Name of the Affiliate of the Bidding Company / Member of the Bidding Consortium*	Name of the Parent Company of the Bidding Company / Member of Bidding Consortium	Name of the company having common control on the Affiliate and the Bidding Company / Member of Bidding Consortium

* Bidding Company / Member of Bidding Consortium to hold at least twenty six percent (26%) in such Affiliate as on seven (7) days prior to Bid Deadline

.....
(Signature)

Name:

**(Insert Name and Signature of Statutory Auditor of the Bidder or
practicing Company Secretary)**

Bihar State Hydroelectric Power Corporation

Registered Office:

Second Floor, Sone Bhawan, Birchand Patel Marg, Patna – 800 001

www.bshpcltd.com