REQUEST FOR QUALIFICATION

DOCUMENT

FOR

SHORTLISTING OF BIDDERS

AS

TRANSMISSION SERVICE PROVIDER

TO

ESTABLISH TRANSMISSION SYSTEM

FOR

EASTERN REGION STRENGTHENING SCHEME –XXI (ERSS-XXI)

THROUGH

TARIFF BASED COMPETITIVE BIDDINGPROCESS

REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)

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21st November, 2016

REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
Core – 4, Scope Complex, 7, Lodhi Road, New Delhi – 110 003

Request for Qualification Document for short listing of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme – XXI (ERSS-XXI)" through tariff based competitive bidding process.

This RFQ document is issued to -

M/s. _____

_____

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_____

Chief Executive Officer,
REC Transmission Projects Company Ltd.

Ref No.: RECTPCL/P-28/ ERSS-XXI /RFQ/2016-17/

REQUEST FOR QUALIFICATION NOTIFICATION

REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
Core – 4, Scope Complex, 7, Lodhi Road, New Delhi – 110 003

1. The Ministry of Power, Government of India, vide its notification. No 15/3/2016-Trans dated 31.10.2016 has appointed REC Transmission Projects Company Ltd. to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process.

2. REC Transmission Projects Company Ltd. (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Qualification (RFQ) to qualify/shortlist the Bidders for participation in the next stage of bidding, i.e. Request for Proposal (RFP), as part of the process for selection of Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under section – 63 of The Electricity Act, 2003 and as amended. The responsibility of the TSP would be to establish the following Transmission System - Eastern Region Strengthening Scheme –XXI (ERSS-XXI) (hereinafter referred to as 'Project') on build, own, operate & maintain basis:

S. No.	Eastern Region Strengthening Scheme –XXI (ERSS-XXI)
1.	Establishment of 400/220/132 kV, 2x500 MVA + 2x200 MVA S/s at Sitamarhi (New) **400 kV** • ICTs: 400/220 kV, 2x500 MVA • ICTs bays: 2 no. • Line bays with space for switchable line reactor: 4 no. [2 no. for Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor and 2 no. for Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV** • ICTs: 220/132 kV, 2x200 MVA • ICTs bays: 4 no. • Line bays: 4 no. [2 no. for Sitamarhi (New) – Motipur (BSPTCL) and 2 no. for Sitamarhi (New) – Motihari (New of BSPTCL) 220kV D/c lines] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no.

	132 kV • ICTs bays: 2 no. • Line bays: 4 no. [2 no. for Sitamarhi (New) – Sitamarhi 132kV D/c (Single Moose) line and 2 no. for Sitamarhi (New) – Pupri 132kV D/c line] • Space for future line bays: 4 no. • Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
2.	Establishment of 400/220/132 kV, 3x500 MVA + 3x200 MVA S/s at Chandauti (New) **400 kV** • ICTs: 400/220 kV, 3x500 MVA • ICTs bays: 3 no. • Line bays with space for switchable line reactor: 4 no. [4 no. for LILO of both circuits of Nabinagar-II – Gaya 400kV D/c (Quad Moose) line of PGCIL at Chandauti (New)] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV** • ICTs: 220/132 kV, 3x200 MVA • ICTs bays: 6 no. • Line bays: 4 no. [4 no. for LILO of Gaya (PGCIL) – Sonenagar 220kV D/c at Chandauti (New). Gaya (PGCIL) – Sonenagar shall be LILOed at Bodhgaya (BSPTCL) also, so as to form Gaya (PGCIL) – Bodhgaya (BSPTCL) – Chandauti (New) – Sonenagar 220kV D/c line] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no. **132 kV** • ICTs bays: 3 no. • Line bays: 4 no. [2 no. for LILO of Chandauti (BSPTCL) – Rafiganj and 2 no. for LILO of Chandauti (BSPTCL) – Sonenagar 132kV S/c (HTLS conductor of 240MVA, ampacity - 1050A) lines at Chandauti (New)] • Space for future line bays: 4 no. • Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
3.	Establishment of 400/220/132 kV, 2x500 MVA + 2x200 MVA S/s at Saharsa (New)

	400 kV • ICTs: 400/220 kV, 2x500 MVA • ICTs bays: 2 no. • Line bays with space for switchable line reactor: 4 no. [4 no. for LILO of Kishanganj – Patna 400kV D/c (Quad Moose) line of PGCIL at Saharsa (New)] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV** • ICTs: 220/132 kV, 2x200 MVA • ICTs bays: 4 no. • Line bays: 4 no. [2 no. for Saharsa (New) – Begusarai and 2 no. for Saharsa (New) – Khagaria (New) 220kV D/c lines] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no. **132 kV** • ICTs bays: 2 no. • Line bays: 2 no. [2 no. for Saharsa (New) – Saharsa 132kV D/c line] • Space for future line bays: 6 no. • Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
4.	**Substation extension at Darbhanga S/s** • 400kV Line bays with space for switchable line reactor: 2 no. [2 no. for Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor]
5.	**Substation extension at Motihari S/s** **400kV** • ICTs: 400/132kV, 315MVA (3rd) • ICT bays: 1 no. • Line bays with space for switchable line reactor: 2 no.[2 no. for Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor] **132kV** • ICT bays: 1 no.
6.	Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor
7.	Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor
8.	LILO of both circuits of Nabinagar-II – Gaya 400kV D/c (Quad Moose) line of

	PGCIL at Chandauti (New)
9.	LILO of Kishanganj – Patna 400kV D/c (Quad Moose) line of PGCIL at Saharsa (New)

Note:

a) Rating of 400 kV, 220 kV and 132 kV level line bays at new substations (Sitamarhi, Chandauti and Saharsa,) should match with the rating of the associated transmission lines.

b) Darbhanga and Motihari substations belong to Darbhanga Motihari Transmission Company Ltd. (subsidiary of Essel Infra). DMTCL to provide space to successful bidder for extension works.

c) Bihar State Power Transmission Company Limited (BSPTCL) would implement following lines:

(i) Sitamarhi (New) – Motipur (BSPTCL) 220kV D/c line
(ii) Sitamarhi (New) – Motihari (New of BSPTCL) 220kV D/c line
(iii) Sitamarhi (New) – Sitamarhi 132kV D/c (Single Moose) line
(iv) Sitamarhi (New) – Pupri 132kV D/c line
(v) LILO of Gaya (PGCIL) – Sonenagar 220kV D/c at both Bodhgaya (BSPTCL) and Chandauti (New) substations, so as to form Gaya (PGCIL) – Bodhgaya (BSPTCL) – Chandauti (New) – Sonenagar 220kV D/c line
(vi) Reconductoring of Chandauti (BSPTCL) – Rafiganj – Sonenagar 132kV S/c line with HTLS conductor of 240MVA (ampacity - 1050A)
(vii) LILO of Chandauti (BSPTCL) – Rafiganj 132kV S/c line at Chandauti (New)
(viii) Reconductoring of Chandauti – Sonenagar 132kV S/c line with HTLS conductor of 240MVA (ampacity - 1050A)
(ix) LILO of Chandauti – Sonenagar 132kV S/c line at Chandauti (New)
(x) Saharsa (New) – Begusarai 220kV D/c line
(xi) Saharsa (New) – Khagaria (New) 220kV D/c line
(xii) Saharsa (New) – Saharsa 132kV D/c

The systems listed under (c) are intra state systems to be implemented by BSPTCL. These systems should come in matching timeframe with the ISTS substations. BSPTCL has to sign IA with implementing agency for these substations.

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

4. **Bidding Process:** REC Transmission Projects Company Ltd. seeks to qualify interested Bidders for the Project based on meeting stipulated Qualification Requirements prescribed in Clause 2.1 of Section 2 of RFQ. Only those Bidders qualified pursuant to this Request for Qualification (RFQ) document will be invited to participate in the subsequent Request for Proposal (RFP) stage. The selection of the TSP shall be subject to it obtaining Transmission License from the Appropriate Commission which after expiry may be further extended by such period as deemed appropriate by the Appropriate Commission under power vested with it to amend the conditions of Transmission License. The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

The Bidder shall also make physical submission of the Response to RFQ in addition to online submission through the electronic bidding platform.

5. **Commencement of Transmission Service**: The Bidder shall have to commence Transmission Service in accordance with the provisions as may be specified in the TSA.

6. **Transmission Charges**: The Transmission Charges shall be payable by Long Term Transmission Customer(s) in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, which will be mentioned in RFP.

7. **Issue of RFQ document:** The detailed terms and conditions for qualification of the Bidders and for submission of their Response to RFQ are indicated in the RFQ document. All those interested in purchasing the RFQ document may respond in writing to Chief Executive Officer Tel. +91 11 47964796, 47964705, Fax +91 11 47964747, Email: bgupta@recl.nic.in, REC Transmission Projects Company Ltd. at the address given in para 10 below with a non-refundable fee of Rs. 1,00,000/- (Rupees One Lakh Only) or US$ 1750 (US Dollars One Thousand Seven Hundred Fifty Only), in the form of a demand draft in favour of "REC Transmission Projects Company Ltd." payable at New Delhi, latest by 20.12.2016. The RFQ document shall be issued to the Bidders on any working day from 21.11.2016 to 20.12.2016 between 1030 hours (IST) to 1600 hours (IST). BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFQ document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed. The RFQ document can also be downloaded from our websites **www.recindia.nic.in**and **www.rectpcl.com.** However, in such case interested party can submit Response to RFQ only on submission of non-refundable fee of Rs. 1,00,000/- (Rupees One Lakh only) or US$ 1,750 (US Dollars One Thousand Seven Hundred Fifty Only) as mentioned above separately along with the Response to RFQ.

8. **Receipt and opening of Response to RFQ:** Scanned Copy of the Response to RFQ must be uploaded online through the electronic bidding platform on or before 1600 hours (IST) on 21.12.2016.In addition to the above, the Response to RFQ in one (1) original plus one (1) copy, must be delivered to the address as given in para 10 below on or before 1600 hours (IST) on 21.12.2016 and will be opened on the same day at 1630 hours (IST) at 12-21, Upper Ground Floor, Antriksh Bhawan, 22, K G Marg, New Delhi – 110 001, India, in the presence of Bidders' representatives who wish to attend. If the last date of receipt of the Response to RFQ is a public holiday at the place of submission of Response to RFQ, it shall be received and opened on the next working day at the same time and venue.

9. The RFQ document is not transferable. BPC reserves the right to reject all Responses to RFQ and/or annul the process of tariff based competitive bidding for selection of TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

10. Nodal person for enquiries and clarifications

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

Chief Executive Officer
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India
Tel. + 91 11 47964796, 47964705, 47964711
Fax + 91 11 47964747
Email: bgupta@recl.nic.in

DISCLAIMER

1. This Request for Qualification (RFQ) document is not an agreement or offer by the BPC to the prospective Bidders. The purpose of this RFQ document is to provide interested parties with information to assist the formulation of their Response to RFQ. The RFQ document is based on material and information available in public domain.

2. This RFQ document includes statements, which reflect various assumptions arrived at by BPC in order to give a reflection of current status in the RFQ. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFQ document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for BPC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ document and obtain independent advice from appropriate sources.

3. Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document.

4. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.

5. By participating in the qualification process, each of the Bidder shall have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of BPC or any person working in the qualification process.

6. BPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RFQ document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 10 days prior to the last date for submission of Response to RFQ.

7. Each Bidder unconditionally agrees, understands and accepts that the BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the BPC nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.

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

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DEFINITIONS

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

The following terms are defined for use in this RFQ:

"Affiliate" shall mean a company that either directly or indirectly

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

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

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

"Bid" shall mean Non-Financial Bid and Financial Bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

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

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

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

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

"Bid Process Coordinator or BPC" shall mean a person or its authorized representative as

notified by the Government of India/concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

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

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

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

"Consents, Clearances, Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and performance of Project including without any limitation on the construction, ownership, operation and maintenance of the transmission lines and/or sub-stations;

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

"Grid Code" / "IEGC" or **"State Grid Code"** shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

"Inter-State Transmission System" shall include

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

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

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

"Letter of Intent" shall mean the letter to be issued by the BPC to the Bidder, who has been identified as the selected bidder, for award of the Project to such Bidder;

"Long Term Transmission Customer(s)" shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period of twenty-five(25)years or more or

any such other person who executes a Supplementary Agreement for availing Transmission Service as per the provisions of the TSA;

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

"MOP" means the Ministry of Power, Government of India;

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

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

"RFP" shall mean Request for Proposal document along with all schedules, annexure and RFP Project Documents and shall include any modifications, amendments or alterations or clarifications thereto;

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

a. TSA,

b. Share Purchase Agreement and

c. Any other agreement, as may be required;

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

"Response to RFQ" shall mean the online response through the electronic bidding platform and written (original hard copies) response of a Bidder to and in accordance with this RFQ;

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

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

"Transmission Charges" shall mean the charges payable to TSP by Long Term Transmission Customer(s) pursuant to the TSA, as adopted by the Appropriate Commission;

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

"Transmission Service Agreement" or "TSA" shall mean the agreement entered into between Long Term Transmission Customer(s) and the TSP pursuant to which TSP shall build, own, operate and maintain the Project and make available the assets of the Project to Long

Term Transmission Customer(s) on a commercial basis;

"Transmission Service Provider" or "TSP" shall mean _____ (a SPV company to be incorporated by REC Transmission Projects Company Limited) which has executed the Transmission Service Agreement and has been/shall be acquired by the Selected Bidder;

"Transmission System" means a line with associated sub-stations or a group of lines inter-connected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

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

SECTION - 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1 The Ministry of Power, Government of India, vide its notification. No 15/3/2016-Trans dated 31.10.2016. has notified REC Transmission Projects Company Ltd. to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for "**Eastern Region Strengthening Scheme –XXI (ERSS-XXI)**" through tariff based competitive bidding process.

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

1.2 The TSP will be required to establish the following Transmission System for Eastern Region Strengthening Scheme –XXI (ERSS-XXI) (hereinafter referred to as 'Project') on build, own, operate and maintain basis.

Table 1:

S. No.	Eastern Region Strengthening Scheme –XXI (ERSS-XXI)
1.	Establishment of 400/220/132 kV, 2x500 MVA + 2x200 MVA S/s at Sitamarhi (New) **400 kV** • ICTs: 400/220 kV, 2x500 MVA • ICTs bays: 2 no. • Line bays with space for switchable line reactor: 4 no. [2 no. for Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor and 2 no. for Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV**

	• ICTs: 220/132 kV, 2x200 MVA • ICTs bays: 4 no. • Line bays: 4 no. [2 no. for Sitamarhi (New) – Motipur (BSPTCL) and 2 no. for Sitamarhi (New) – Motihari (New of BSPTCL) 220kV D/c lines] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no. **132 kV** • ICTs bays: 2 no. • Line bays: 4 no. [2 no. for Sitamarhi (New) – Sitamarhi 132kV D/c (Single Moose) line and 2 no. for Sitamarhi (New) – Pupri 132kV D/c line] • Space for future line bays: 4 no. • Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
2.	Establishment of 400/220/132 kV, 3x500 MVA + 3x200 MVA S/s at Chandauti (New) **400 kV** • ICTs: 400/220 kV, 3x500 MVA • ICTs bays: 3 no. • Line bays with space for switchable line reactor: 4 no. [4 no. for LILO of both circuits of Nabinagar-II – Gaya 400kV D/c (Quad Moose) line of PGCIL at Chandauti (New)] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV** • ICTs: 220/132 kV, 3x200 MVA • ICTs bays: 6 no. • Line bays: 4 no. [4 no. for LILO of Gaya (PGCIL) – Sonenagar 220kV D/c at Chandauti (New). Gaya (PGCIL) – Sonenagar shall be LILOed at Bodhgaya (BSPTCL) also, so as to form Gaya (PGCIL) – Bodhgaya (BSPTCL) – Chandauti (New) – Sonenagar 220kV D/c line] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no. **132 kV** • ICTs bays: 3 no. • Line bays: 4 no. [2 no. for LILO of Chandauti (BSPTCL) – Rafiganj and 2 no. for LILO of Chandauti (BSPTCL) – Sonenagar 132kV S/c (HTLS conductor of 240MVA, ampacity - 1050A) lines at Chandauti (New)] • Space for future line bays: 4 no.

	• Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
3.	Establishment of 400/220/132 kV, 2x500 MVA + 2x200 MVA S/s at Saharsa (New) **400 kV** • ICTs: 400/220 kV, 2x500 MVA • ICTs bays: 2 no. • Line bays with space for switchable line reactor: 4 no. [4 no. for LILO of Kishanganj – Patna 400kV D/c (Quad Moose) line of PGCIL at Saharsa (New)] • Bus reactor: 420kV, 2x125 MVAR • Bus reactor bay: 2 no. • Space for future line bays (including space for switchable line reactor): 6 no. • Space for future ICT bays: 2 no. **220 kV** • ICTs: 220/132 kV, 2x200 MVA • ICTs bays: 4 no. • Line bays: 4 no. [2 no. for Saharsa (New) – Begusarai and 2 no. for Saharsa (New) – Khagaria (New) 220kV D/c lines] • Space for future line bays: 4 no. • Space for future ICT bays: 4 no. **132 kV** • ICTs bays: 2 no. • Line bays: 2 no. [2 no. for Saharsa (New) – Saharsa 132kV D/c line] • Space for future line bays: 6 no. • Space for future ICT bays: 2 no. • Space for future 400/220 kV, 2x500 MVA ICTs • Space for future 220/132 kV, 2x200 MVA ICTs
4.	**Substation extension at Darbhanga S/s** • 400kV Line bays with space for switchable line reactor: 2 no. [2 no. for Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor]
5.	**Substation extension at Motihari S/s** **400kV** • ICTs: 400/132kV, 315MVA (3rd) • ICT bays: 1 no. • Line bays with space for switchable line reactor: 2 no.[2 no. for Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor]

	132kV • ICT bays: 1 no.
6.	Darbhanga – Sitamarhi (New) 400kV D/c line with Triple Snowbird conductor
7.	Sitamarhi (New) – Motihari 400kV D/c line with Triple Snowbird conductor
8.	LILO of both circuits of Nabinagar-II – Gaya 400kV D/c (Quad Moose) line of PGCIL at Chandauti (New)
9.	LILO of Kishanganj – Patna 400kV D/c (Quad Moose) line of PGCIL at Saharsa (New)

Note:

a) Rating of 400 kV, 220 kV and 132 kV level line bays at new substations (Sitamarhi, Chandauti and Saharsa,) should match with the rating of the associated transmission lines.

b) Darbhanga and Motihari substations belong to Darbhanga Motihari Transmission Company Ltd. (subsidiary of Essel Infra). DMTCL to provide space to successful bidder for extension works.

c) Bihar State Power Transmission Company Limited (BSPTCL) would implement following lines:

(i) Sitamarhi (New) – Motipur (BSPTCL) 220kV D/c line
(ii) Sitamarhi (New) – Motihari (New of BSPTCL) 220kV D/c line
(iii) Sitamarhi (New) – Sitamarhi 132kV D/c (Single Moose) line
(iv) Sitamarhi (New) – Pupri 132kV D/c line
(v) LILO of Gaya (PGCIL) – Sonenagar 220kV D/c at both Bodhgaya (BSPTCL) and Chandauti (New) substations, so as to form Gaya (PGCIL) – Bodhgaya (BSPTCL) – Chandauti (New) – Sonenagar 220kV D/c line
(vi) Reconductoring of Chandauti (BSPTCL) – Rafiganj – Sonenagar 132kV S/c line with HTLS conductor of 240MVA (ampacity - 1050A)
(vii) LILO of Chandauti (BSPTCL) – Rafiganj 132kV S/c line at Chandauti (New)
(viii) Reconductoring of Chandauti – Sonenagar 132kV S/c line with HTLS conductor of 240MVA (ampacity - 1050A)
(ix) LILO of Chandauti – Sonenagar 132kV S/c line at Chandauti (New)
(x) Saharsa (New) – Begusarai 220kV D/c line
(xi) Saharsa (New) – Khagaria (New) 220kV D/c line
(xii) Saharsa (New) – Saharsa 132kV D/c

The systems listed under (c) are intra state systems to be implemented by BSPTCL. These systems should come in matching timeframe with the ISTS substations. BSPTCL has to sign IA with implementing agency for these substations.

1.3 Project Description

Demand of Bihar has touched 3717MW under unrestricted condition in FY 2016-17 and may go up to 8774MW by 2018-19 due to segregation of agricultural feeders. The demand is expected to reach about 11000MW by the end of 13th plan.

Accordingly, detailed load flow studies were carried out to evolve transmission system requirement for the end of 13th plan period i.e. 2021-22 considering load demand of Bihar as 11000MW. The studies, inter alia, recommended establishment of two 400/220/132kV sub-stations in North Bihar at Sitamarhi and Saharsa and one 400/220/132kV sub-station in South Bihar at Chandauti (Gaya) along with

augmentation of 400/132kV Motihari S/s of Essel Infra by 315MVA in the ISTS network.

1.4 Transmission Grid Map

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

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1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

1.6.1.1 Establishment, operation and maintenance of the Project on build, own, operate and maintain basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning.

1.6.1.2 The TSP shall ensure timely completion of entire scope of Project in all respects and its operation and maintenance, as shall be specified in the RFP documents.

1.6.1.3 The TSP shall seek Transmission License from the Appropriate Commission, as per the provisions of the Electricity Act and regulations made thereunder, if it is not a deemed licensee.

1.6.2 Scope of Bid Process Coordinator (BPC)

BPC's scope of work is briefly outlined hereunder:

1.6.2.1 To obtain approval for laying of overhead transmission lines under section 68 of Electricity Act, from Appropriate Government.

1.6.2.2 BPC or its authorized representative may arrange to carry out the following activities to expedite the Project.

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

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

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

1.7 All costs (including direct and indirect) incurred by the BPC in connection with the

activities concerning the Project shall be recovered from the TSP, details of which will be provided during the RFP stage.

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

1.9 A company under the Companies Act 2013 by the name _____ is under the process of incorporation to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

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

2.1.2 **Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium**

The Bidder must fulfill following technical requirements:

Experience of development of projects (not necessarily in the power sector) in the last five(5) years with aggregate capital expenditure not less than Rs**. 1114.75 Crore** or equivalent USD (calculated as per provisions in Clause3.1.3.1**).** However, the capital expenditure of each project shall not be less than **Rs. 222.95 Crore** or equivalent USD (calculated as per provisions in Clause 3.1.3.1).

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

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

Bidders shall furnish documentary evidence duly certified by any whole-time Director /Manager[1]of the company (supported by a specific Board Resolution) and the Statutory Auditor in support of their technical capability as defined in Clause**2.1.2** of this RFQ.

a. [1] The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

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

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.Left Blank

B. Networth:

Networth shall not be less than Rs**. 557.375 Crore** or equivalent USD (calculated as per provisions in Clause**3.1.3.1)** computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the last date of submission of 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 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Response to RFQ. Bidders shall furnish documentary evidence duly certified by any whole-time Director/Manager[2] of the company (supported by a specific Board Resolution)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. Left Blank

B. Networth

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

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

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

a. [2] The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

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

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

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

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

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

2.1.6 Notwithstanding anything stated above, BPC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. BPC reserves the right at its sole discretion to contact the Bidder’s bank and project references and verify the Bidder’s information and documents for the purpose of qualification.

2.1.7 The qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of TSA. Where the Technically Evaluated and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated and/or Financially Evaluated Entity till the execution of the TSA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2 Submission of Response to RFQ by the Bidder

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

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

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

In case the annual accounts for the financial year immediately preceding the last date of submission of Response to RFQ is not audited, the bidder shall give an undertaking to this effect duly certified by its statutory auditor. In such a case, the bidder shall provide the audited annual accounts for 3 (three) years preceding the financial year as above for which the annual accounts has not been audited.

2.2.4 <u>Response to RFQ submitted by a Bidding Consortium:</u>

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

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

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

2.2.4.2 The Lead Member should designate one person to represent the Consortium in its dealings with the BPC. The person designated by the Lead Member should be authorized through a Power of Attorney (as per format**4.3**) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Response to RFQ on behalf of the Consortium, etc. At the RFP stage, the Bidding

Consortium shall provide board resolutions from Consortium Members committing 100% of equity requirement for the Project.

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

2.2.5 Response to RFQ submitted by a Bidding Company

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

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

2.2.6.1 Change in Ownership

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

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

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

2.2.6.2 Change in membership of a Consortium

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

2.2.6.3 Change from Bidding Consortium to Bidding Company

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

2.2.6.4 Change from Bidding Company to Bidding Consortium

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

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

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

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

2.2.6.8 Request for such change will be made by the Bidder only after the Bidder has been declared qualified by the BPC.

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

2.2.6.10 The BPC shall convey its decision on the request within fifteen (15) days from the date of receipt of complete information from the Bidder making the request, as required by the BPC.

2.3 Receipt and Opening of Response to RFQ

The Response to RFQ duly filled in, all formats and supporting shall be scanned and uploaded online through the electronic bidding platform. Further, Response to RFQ in

one (1) original plus one (1) copy, placed in one envelope, must be delivered to the address hereunder on or before 1600 hours (IST) on 21.12.2016 and will be opened on the same day at 1630 hours (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.

REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India
Tel. + 91 11 47964796, 47964705, 47964711
Fax + 91 11 47964747
Email: bgupta@recl.nic.in

The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

The technical details with respect to access to such electronic platform are provided in Annexure A (Technical Details with respect to electronic bidding).

In case of any technical clarification regarding access to the electronic bidding platform or conduct of the e-reverse bidding process, the Bidders may contact MSTC Limited.

2.4 Method of Submission

2.4.1 The Response to RFQ duly filled in, all formats and supporting shall be scanned and uploaded online through electronic bidding platform. Further, Response to RFQ in one (1) original plus one (1) copy is to be submitted in a closed envelope which should be transcripted in the following manner:-

Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for **"Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"** through tariff based competitive bidding process.

Chief Executive Officer,
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

*"*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 online submission of Responses to RFQ shall be uploaded online through electronic bidding platform by the time and date stipulated in this RFQ. The Bidder has the option of sending hard copies of Response to RFQ by registered/speed post or submitting in person so as to reach the BPC at the designated address by the time and date stipulated in this RFQ. Responses submitted by telex/ telegram/ fax/ email shall not be considered under any circumstances. The BPC shall not be responsible for any

delay in receipt of response. Any Response to RFQ received by the BPC after the time and date for submission of the responses stipulated in the RFQ shall not be opened and returned unopened. Non submission of the hard copies of Response to RFQ post uploading in the electronic bidding platform or vice versa shall not be considered for evaluation purpose.

2.4.4 No change or supplemental information to the Response to RFQ already submitted will be accepted after the scheduled date and time of submission of Response to RFQ. Notwithstanding the above, the BPC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Response to RFQ.

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

2.5 Preparation Cost

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

2.6 Bidders may note that:

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

Qualification Requirements as per RFQ.

- Responses submitted by the Bidder and opened on scheduled date and time as stipulated in this RFQ shall become the property of the BPC and the BPC shall have no obligation to return the same to the Bidder.
- BPC reserves the right to reject the Bid, in case the BPC is not intimated of any change in the composition of the Bidder.
- BPC reserves the right to reject all Responses to RFQ and/or annul the process of tariff based competitive bidding for selection of TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

2.7 Clarifications on RFQ document

BPC will not enter into any correspondence with Bidders, except to furnish clarification on this RFQ, when necessary. Bidders may seek clarifications about the RFQ in writing up to ten (10) days prior to the last date of Submission of Response to RFQ.

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

Chief Executive Officer
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India
Tel. + 91 11 47964701, 47964705, 47964711
Fax + 91 11 47964747
Email: bgupta@recl.nic.in

a) At any time, not later than 7 (seven) days prior to the last date for submission of Response to RFQ, BPC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFQ by issuance of addendum/modification/errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFQ has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Response to RFQ, or for any other reasons, BPC may at its discretion, extend the due date for submission of Response to RFQ. Late receipt of any addendum/modification/errata and/or revised document will not relieve the Bidder from being bound by that modification.

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

2.8 Timeline for Response to RFQ

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

Event	Schedule
1. Register and Issue of RFQ document.	21.11.2016
2. Submission of Response to RFQ (online submission through electronic	21.12.2016

bidding platform and physical submission of one (1) original and one (1) copy)	
3. Short listing based on Responses& Issuance of RFP documents.	20.01.2017

To enable BPC to meet the schedule, all Bidders are expected to respond expeditiously during the bidding process. If any milestone/activity falls on a day which is not a working day or which is a public holiday then the milestone/activity shall be achieved/ completed on the next working day.

2.9 Validity of Response to RFQ

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

2.10 Right of the BPC to reject a Bid

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

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

SECTION - 3

EVALUATION OF RESPONSE TO RFQ

SECTION 3

3. EVALUATION OF RESPONSE TO RFQ

3.1 The evaluation process comprises the following three steps:

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

3.1.1 STEP 1 – Responsiveness check

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

- Response to RFQ that are incomplete.
- Response to RFQ (both online submission through electronic bidding platform and physical submission of one (1) original and one (1) copy) not received by the scheduled date and time.
- Response to RFQ not signed by authorised signatory and / or stamped in the manner indicated in this RFQ.
- All pages of the Response to RFQ submitted but not initialed by the authorised signatories on behalf of the Bidder.
- Response to RFQ not including the covering letter as per format**4.1**
- Response to RFQ submitted by a Bidding Consortium not including the Consortium Agreement.
- Response to RFQ contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Information not submitted in formats specified in the RFQ.
- Response to RFQ having Conflict of Interest
- The Bidder has not submitted a disclosure as per format**4.12**
- Bidders delaying in submission of additional information or clarifications sought by the BPC.
- If the Bidder makes any misrepresentation as specified in Clause**3.2.**

3.1.2 STEP 2 - Compliance with submission requirements

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

3.1.3 STEP 3 -Evaluation of Response to RFQ

Evaluation of Response to RFQ will be carried out considering the information and

documents furnished by the Bidders as required under this RFQ. This step would involve technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements.

3.1.3.1 Interpolation of financial data.

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

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

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

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

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

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

3.2 Misrepresentation by the Bidder

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

3.3 Disposition of Response to RFQ

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

- Response to RFQ that is incomplete.
- Response to RFQ not signed by authorised signatory and / or stamped in the manner indicated in this RFQ.

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

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

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

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

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

3.5 Issue of RFP

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

SECTION - 4

FORMATS FOR RESPONSE TO RFQ

SECTION – 4

4. Formats for Response to RFQ

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

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

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

4.1 Format for the Covering Letter

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

Date: ……
From: ……
……
……
Tel. No.: .....
Fax No.: .....
E-mail address:.....

To,

Chief Executive Officer
REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

Sub: **Response to RFQ for short-listing of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process.**

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 + one (1) copy 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 we shall submit legally binding board resolution at the RFP stage for the total equity requirement of the Project.

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 / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to the Project.

7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the TSA.

8. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and maintain the said Project and to prepare this Response to RFQ.

9. We hereby confirm that we shall abide unreservedly with BPC's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the BPC's decision or its right to make such decision at any time in the future.

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

11. The details of contact person are furnished as under:
    Name: ……
    Designation: ……
    Name of the Company: ……
    Address of the Bidder: ……
    Phone Nos.: ……..
    Fax Nos.: ……..
    E-mail address: ……..

Thanking you,

Yours sincerely,

…….
(Signature and Seal)*

Name: ……
Designation: ……
Address: ……

Date: ……
Place: ……

*To be signed by any whole-time Director / Manager (supported by a specific Board Resolution) 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/ Companies Act, 2013 (as the case may be) for the purpose in question and the Company Secretary also certifies that the Company does not have any Managing Director.

4.2 Format for Letter of Consent from Consortium Members

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

Date: ……
From: ……
……
……
Tel. No.: ……
Fax No.: ……
E-mail address:……

To,

Chief Executive Officer
REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

Sub: **Response to RFQ for short listing of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process.**

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the RFQ document for the short-listing of Bidders as prospective TSP to establish Transmission System for "**Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"** through tariff based competitive bidding process. We hereby confirm our concurrence with the Response to RFQ including in particular the Consortium Agreement submitted by ……. (Insert name of the Lead Member) in response to the RFQ document.

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

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

[To be inserted by the Lead Member only] We further confirm that we shall submit legally binding board resolution at the RFP stage for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated ……. [Bidder to insert date of Consortium Agreement].

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: ……. **(Affix Company's Seal)**

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

4.3 Format for evidence of authorized signatory's authority (Power of Attorney)

POWER OF ATTORNEY

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

Know all men by these presents, We …….(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of ……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for "**Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"** through tariff based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to REC Transmission Projects Company Ltd., representing us in all matters before REC Transmission Projects Company Ltd., and generally dealing with REC Transmission Projects Company Ltd. 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

……..……
(Signature of the Attorney)

Name: ……..
Designation: ...……
Address: **.....**
.....
(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

Common Seal of **.....**

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

…….
(Signature)
[To be signed by the person(s) authorized by the Board in whose presence the Common Seal can be affixed]

……..
(Signature of Notary Public)

Place: ……
Date: ……

Notes:

1) To be executed by Bidding Company or the Lead Member, in the case of a 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 charter 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 favour 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 of …….……and having its Registered / Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as **"Lead Member"**) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Response to RFQ and submission of Bid against RFP (in the event selected as the qualified Bidder) as part of the process of selection of Transmission Service Provider for establishing the Transmission System for "**Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"** through tariff based competitive bidding process, for which bids will be invited by the BPC having its registered office at Core – 4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003. We also authorize the said Lead Member to undertake the following acts:

i. To submit on behalf of Consortium Members Response to RFQ and on selection as the qualified Bidder, a Bid in response to RFP to participate in the aforesaid tariff based competitive bidding initiated by BPC for selection of TSP.

ii. To do any other act or submit any information and document related to the above Bid.

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

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

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

Common Seal of ..... For and on behalf of
has been affixed in my/our Consortium Member

presence pursuant to the
M/s……
Board of Director's resolution
dated …….

…….
(Signature of the Authorized Signatory)

Name:
……
Designation: ..……...
Place: …….
Date: …….

……
(Signature)
[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Name:
……
Designation: ..……...
Place: …….
Date: …….

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……

(Signature of Notary Public)
……

(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 charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

4.5 Format for Bidder's composition and ownership structure

1. Corporate Details:

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

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

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

c. Company's Business Activities: …….
.....

d. Status as a Bidder:

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

Note: tick the applicable serial number

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

…….
…….
…….

f. Name of the Authorised Signatory: .....

g. Telephone Number: …….

h. Email Address: ……..

i. Telefax Number: ……..

j. Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as

Attachment 1 for Bidding Company / each Member of Bidding Consortium including Lead Member.

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

2. Details of Ownership Structure:

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

Name of the Bidding Company / Consortium Member: …….
Status of equity holding as on ……

Name of 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 thirty (30) days prior to last date for submission of Response to RFQ.

For and on behalf of Bidding Company / Lead Member of the 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. Foreign companies submitting bids are required to follow the applicable law in their country)

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 **REC Transmission Projects Company Ltd.** to verify our Response to RFQ for selection of Transmission Service Provider to establish Transmission system for "**Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

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

.....
(Signature)

Name of Authorised Signatory: ……..

(Signature and Name of the authorised signatory of the Company)

Place: ……
Date: ……

……..
(Company rubber stamp/seal)

…….
(Signature of Notary Public)

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

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

WHEREAS, the BPC had invited Response to RFQ issued to …… (insert the name of purchaser of RFQ) for selection of the bidder as the Transmission Service Provider to establish Inter-State Transmission System for **"Eastern Region Strengthening Scheme –XXI (ERSS-XXI)"**.

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the project company" shall be in the following proportion: (if applicable)

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

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

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilising debt resources for the Project and achieving financial closure.

7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **ANNEXURE-I,** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations

under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at **New Delhi** alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

13. It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Member shall furnish the bid bond, as stipulated in the RFP, on behalf of the Consortium Members.

14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the Long Term Transmission Customers, as stipulated in the RFP and TSA.

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the TSA and the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission Customers. Over the term of the TSA, the provisions of TSA shall apply on the Consortium Members.

16. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFQ / RFP and for the purposes of the Project.

17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of Long Term Transmission Customers.

This **CONSORTIUM AGREEMENT:**

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

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

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

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

Common Seal of M/s ..... (Insert name of Consortium Member 1) has been affixed in my/our presence pursuant to the Board of Director's resolution	For and on behalf of Consortium Member 1 (Party 1) M/s…….

dated.....

……
(Signature)
[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

.....
(Signature of authorized signatory)

Name: ……
Designation:.....……..
Place: …….
Date: …….

WITNESS[3]:

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

Common Seal of M/s ..... (Insert name of Consortium Member "n") has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....

……
(Signature)
[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

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

For and on behalf of Consortium Member n (Party n)
M/s…….

.....
(Signature of authorized signatory)

Name: ……
Designation: .....……...
Place: …….
Date: …….

WITNESS:

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

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

Attested:
……..
(Signature)
(Notary Public)

Place: …….

[3] **Separate witness for each Consortium Member should fill in the details**

Date: …….

Annexure 1 to the Consortium Agreement:

Name of the Consortium Member	**Responsibilities under the Consortium Agreement**
M/s …… (Party 1)	
M/s ……	
M/s …… (Party n)	

4.7 Format for Qualification Requirement

A. NET WORTH

To,
Chief Executive Officer
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

Sub: Response to RFQ for shortlisting of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process

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

We certify that the Financially Evaluated Entity(ies) had a Networth of Rs. …… Crore or equivalent USD* computed as per instructions in this RFQ based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years, as provided in Clause **2.2.3**, immediately preceding the last date of submission of Response to RFQ.

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

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

2 [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity(ies) had a minimum Networth of Rs. …….. Crore or equivalent USD* computed as per instructions in the RFQ and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years, as provided in Clause **2.2.3**, immediately preceding the last date of submission of Response to RFQ.

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

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 …… Crore

iii. Percentage of equity commitment for the Project by the Member: ……%

iv. Networth requirement for the Member***: Rs. ……. Crore

v. Financial year considered for the Member: …….

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Networth (Rs. Crore)
1. …….		
2. …….		
3. …….		
Total Networth		

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

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

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

Yours faithfully

……

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution) [refer Note-3& 4 below] of Bidding Company / each Member of Consortium)

Name: …….
Date: …….
Place: …….

……

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

Name: …….
Date: …….
Place: …….

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

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

…….

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

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 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. Any whole-time Director /Manager of the Bidding Company / Lead Member in case of a Consortium (supported by a specific Board Resolution).

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/ Companies Act, 2013 (as the case may be) for the purpose in question.

5. The Company Secretary also certifies that the Company does not have any Managing Director.

6. In case Bidder or a Member of Consortium takes recourse to its Parent/Affiliate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Affiliate.

B. FORMAT FOR TECHNICAL REQUIREMENT

To,

Chief Executive Officer
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

Sub: Response to RFQ for short-listing of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process

We certify that M/s. …….. (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects (not necessarily in the power sector) in the last five (5) years whose aggregate capital expenditure is Rs. ……. Crore or equivalent USD*. We further certify that the capital expenditure of each project considered for meeting the technical Qualification Requirement is not less than Rs. …… Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly 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)				
……		…….				

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)
……						
	Total (Rs. Crore)					

* 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.

The date of financial closure for above project(s) is/are as below;

Name of the project	Date of financial closure
1. Project 1----------	----------
2. Project 2----------	----------
3. Project 3----------	----------
4. Project 4----------	----------

We further certify that the TEE as indicated in column (1) of the above table, whose technical capability has / have been used for meeting the qualification requirement, has executed the projects itself/ owns not less than 26% of shareholding in the project (strike off which ever is not applicable) and has held such shareholding from the date of financial closure till the date of commissioning / completion of the above project(s).

Yours faithfully

……..

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution)

[Refer Note-2& 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

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

…….
(Signature)
[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

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. Whole time Director / Manager of the Biding Company /each Member in case of a consortium (supported by a specific board resolution)

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/ Companies Act, 2013 (as the case may be) for the purpose in question.

4. The Company Secretary also certifies that the Company does not have any Managing Director.

5. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

C. FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

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

To,

Chief Executive Officer
REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

Sub: Response to RFQ for short-listing of Bidders as Transmission Service Provider to establish Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)" through tariff based competitive bidding process

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

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

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.

iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be as on seven (7) days prior to the last date of submission of Response to RFQ (as per Clause 2.1.4 of RFQ)

Yours faithfully

……

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1& 2 below) **of Bidding Company/ each Member of Consortium)**

Name: ……
Date: ……
Place: ……

Notes:

1. Whole- time Director/ Manager of the Bidding Company/ each member in case of a Consortium (supported by a specific Board Resolution)

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/ Companies Act, 2013 (as the case may be) for the purpose in question.

   The Company Secretary also certifies that the Company does not have any Managing Director.

……

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

Name: ……..
Date: ……..
Place: …….

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

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

…….

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date: ……

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

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

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

i. Financial capability (Attachment 1):

a. Bidders shall attach unconsolidated / consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last three (3) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. Technical capability (Attachment 2):

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

Particulars	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Name(s) of project(s)					
Location(s) including country(s) where project was set up					
Nature of Project					
Voltage level (if any)					
Capital cost of project(s) Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

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

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

- Project model, i.e., BOO, BOOT, BOOM;
- Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;

- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), forest clearance and other statutory / Govt. clearances.
- Cost data (breakdown of major components)
- Name of EPC and/or other major contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3 :

a. 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 and the same shall be certified as true by any whole time Director / Manager (supported by a specific Board resolution) of the Bidding Company or the Lead Member of Consortium).

For and on behalf of Bidding Company/Consortium

M/s…….

…….
(Signature of authorised signatory)

Name: ……
Designation: …….
Date: …….
Place: ……

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

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

To,

Chief Executive Officer,
REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

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

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

OR

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

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

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

.....
(Signature of the Authorised Signatory)

Name of the authorised signatory:.....

Signature and Name of the authorised signatory of the Company

.....
(Company rubber stamp/seal)

4.9 Format of checklist for Response to RFQ submission requirements

[This format needs to be duly filled in, signed by the authorised signatory of the Bidder (Bidding Company / Lead Member in case of a Bidding Consortium) and submitted along with the Bidder's Response to the RFQ]

Response to RFQ Submission Requirements	Response (Yes / No)
1. Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable;	□□Yes □□No
2. Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads;	□□Yes □□No
3. Format for evidence of authorized signatory's authority (Power of Attorney to be submitted in original);	□□Yes □□No
4. Board resolution from the Bidding Company / Lead Member of the Consortium in favour of the person executing the Power of Attorney as per **Format 4.3**;	□□Yes □□No
5. Power of Attorney from each Consortium Member in favour of Lead Member to be provided by each of the other Members of the Consortium (to be submitted in original) as per **Format 4.4**;	□□Yes □□No
6. Board Resolution from each Member of the Consortium, other than the Lead Member, in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats;	□□Yes □□No
7. Format for Bidder's composition and ownership structure, along with status of equity holding (owning ten percent or more of the total paid up equity) not earlier than thirty (30) days prior to the last date for submission of the Response to the RFQ as per **Format 4.5**;	□□Yes □□No
8. Consortium Agreement duly signed as per **Format 4.6** (to be submitted in original), along with Annexure-1, indicating the responsibilities and obligations of each Member of the Consortium;	□□Yes □□No
9. Format for Qualification Requirement:	□□Yes □□No
a. Calculation sheets, detailing computation of Networth considered for meeting Qualifying Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / each Member in case of a Bidding	□□Yes □□No

Response to RFQ Submission Requirements	Response (Yes / No)
Consortium / FEE in cases where credentials of FEE is taken; b. Calculation sheets, detailing computation of capital expenditure of projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken;	□□Yes □□No
c. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity	□□Yes □□No
d. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, for the financial years in which financial closure was achieved and the financial year in which the said project was completed / commissioned.	□□Yes □□No
10. 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.	□□Yes □□No
11. Attachment of **Format 4.7(D)**, detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project.	□□Yes □□No
12. For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by any whole time Director/Manager (supported by a specific Board resolution) in support of technical capability as defined in Clause **2.1.2** of RFQ.	□□Yes □□No
13. 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.	□□Yes □□No
14. Initialling of all pages of Response to RFQ by the Authorized Signatory in whose favour the POA (**Format**	□□Yes □□No

Response to RFQ Submission Requirements	Response (Yes / No)
4.3) has been executed.	
15. Format for Illustration of Affiliates as on seven (7) days prior to the last date of Submission of Response to RFQ, duly certified by Company Secretary and supported by documentary evidence.	□□Yes □□No
16. Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Format 4.11**.	□□Yes □□No
17. Format for Disclosure by Bidding Company / each Member of the Consortium.	□□Yes □□No
18. Format for Authorisation submitted in Non-Judicial stamp paper duly notarized as per **Format 4.5**from the Bidding Company / each Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.	□□Yes □□No

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFQ]

For and on behalf of Bidder

M/s. …….

……..
(Signature of authorised signatory)

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

[On the Letter Head of the Parent /Affiliate]

Name:……
Full Address: …….
Telephone No.:……..
E-mail address:……
Fax / No.:……

To

Chief Executive Officer
REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.)
#12-21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi – 110 001, India

Dear Sir,

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).

We refer to the RFQ dated …….. ('RFQ') issued by you for selection of Transmission Service Provider for establishing the Transmission System for "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)".

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 "Eastern Region Strengthening Scheme –XXI (ERSS-XXI)**"**.

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 Any Whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1 & 2 below) of Parent / Affiliate)

Name: …….
Date: …….

Place: …….

Please also affix common seal of Parent/Affiliate

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

…….
(Signature)
[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Notes:

1. Any whole-time Director / Manager of the Parent/Affiliate (supported by a specific Board Resolution).

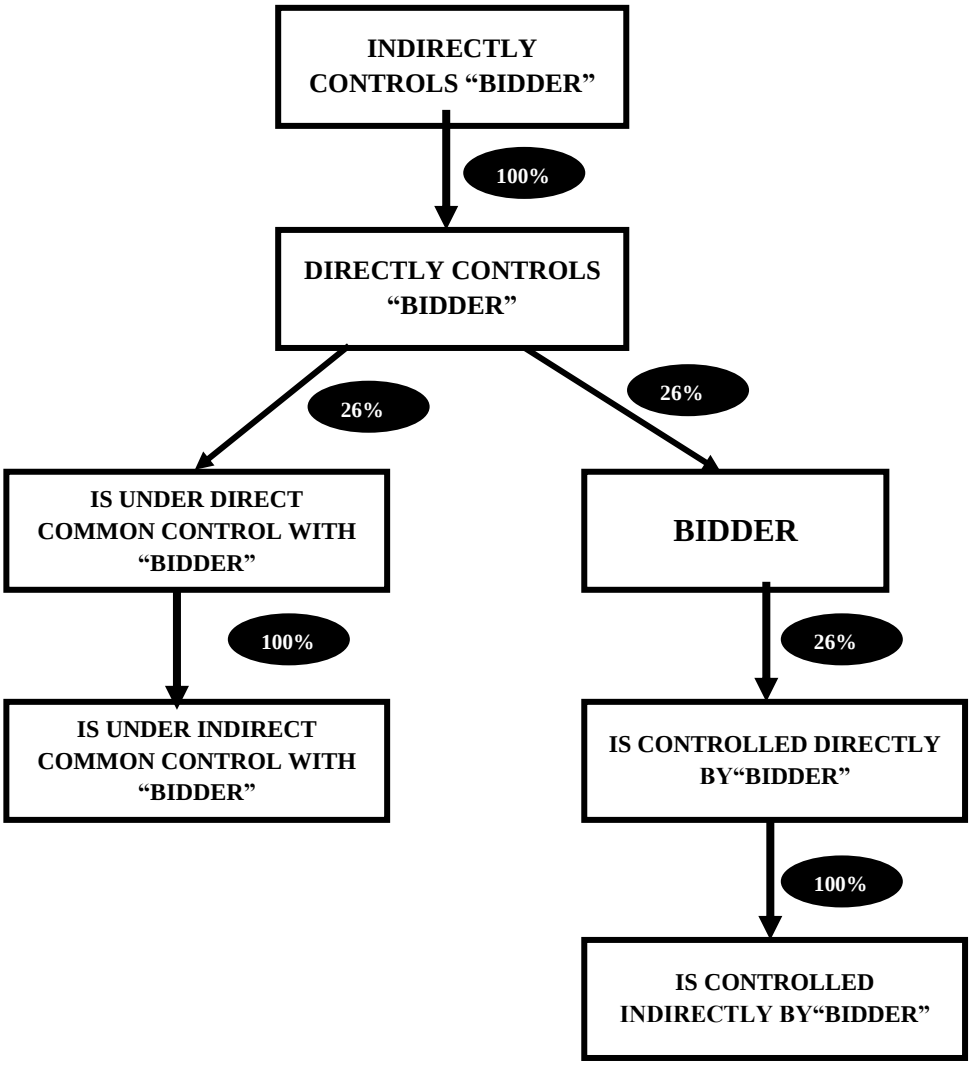
2. In case of Manager, the Parent/Affiliate should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

   The Company Secretary also certifies that the Parent / Affiliate does not have any Managing Director.

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.

4.11 Format for illustration of Affiliates

Date: ……..(should be as on 7 days prior to submission of Response to RFQ)



NOTE: Bidder to provide the illustration, as applicable in their case, duly certified by the Company Secretary and supported by documentary evidence in this regard.

4.12 Format for disclosure

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

DISCLOSURE

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

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

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

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

Certified as True

……..

(Signature)

Name: .....

Signature & Name of any whole-time Director / Manager (supported by a specific Board Resolution)

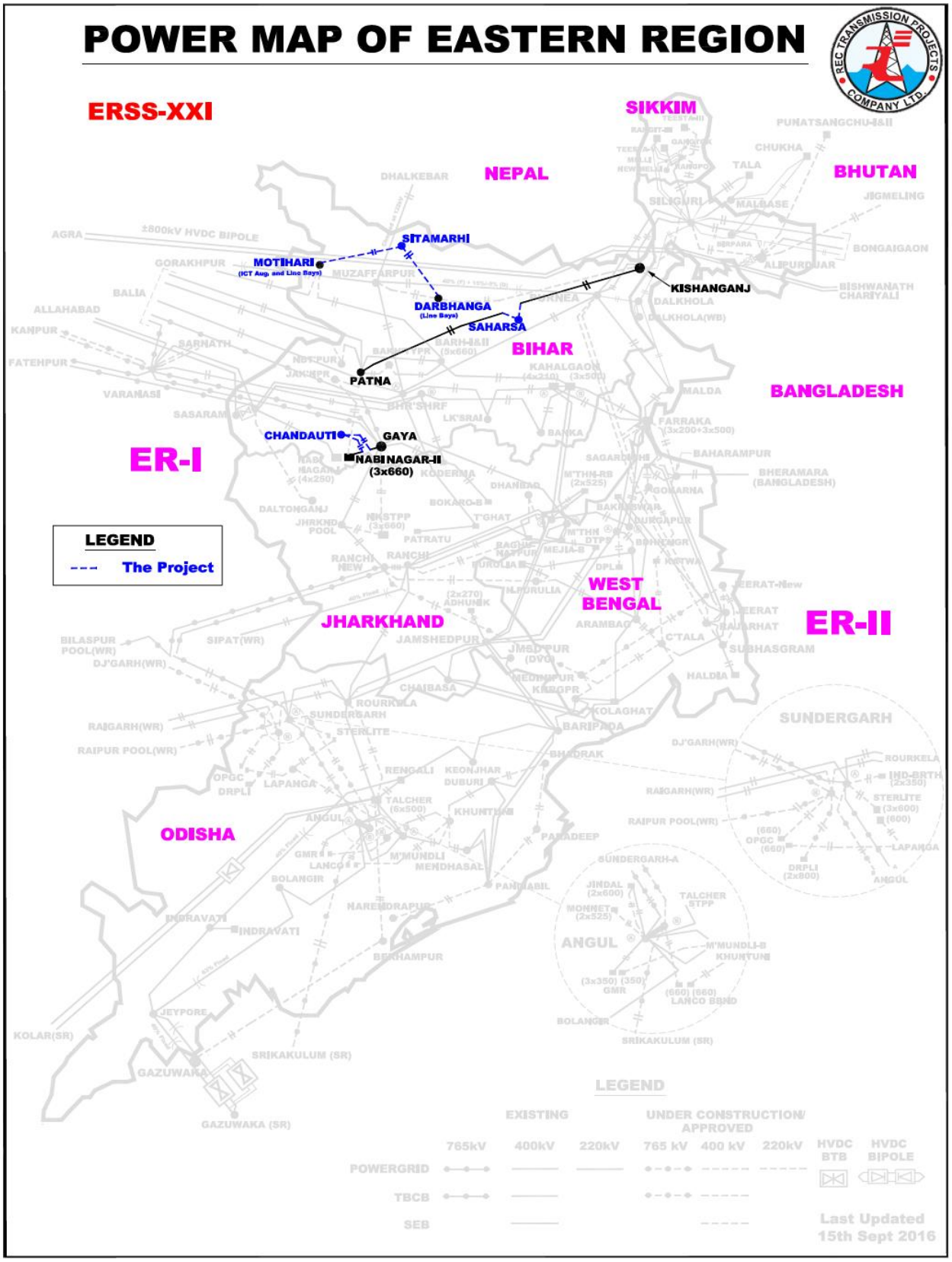
The above disclosure should be signed and certified as true by the any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note below) of the Bidding Company or of the Member, in case of a Consortium).

Note:

1. 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/ Companies Act, 2013 (as the case may be) for the purpose in question.

   The Company Secretary also certifies that the Company does not have any Managing Director.

GRID MAP


POWER MAP OF EASTERN REGION
ERSS-XXI
SIKKIM
NEPAL
BHUTAN
BIHAR
BANGLADESH
ER-I
ER-II
WEST BENGAL
JHARKHAND
ODISHA
SITAMARHI
MOTIHARI
(ICT Aug. and Line Bays)
DARBHANGA
(Line Bays)
SAHARSA
KISHANGANJ
PATNA
CHANDAUTI
GAYA
NABINAGAR-II
(3x660)
LEGEND
The Project
LEGEND
EXISTING
UNDER CONSTRUCTION/ APPROVED
765kV
400kV
220kV
765 kV
400 kV
220kV
HVDC BTB
HVDC BIPOLE
POWERGRID
TBCB
SEB
Last Updated
15th Sept 2016

ANNEXURE A
Technical Details with respect to Electronic Bidding

Registration Methodology

In order to submit online bids in the e-bidding process for selection of Transmission Service Provider, interested Bidders are required to register themselves with the e-procurement website of MSTC Limited namely www.mstcecommerce.com/eprochome/tsp/index.jsp. To register with the website, the Bidder is required to fill up the online form available under the link Register as Vendor in the above website and fill up the same and click on Submit.

During this process, the bidder shall create his user id and password and keep note of the same. The bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

The bidder may check the details entered by it before final submission. On successful submission of the online registration Form, the bidder shall receive a confirmation mail in the registered email address advising the bidder to submit a non-refundable registration fee of Rs 10,000/- plus applicable service tax.

The bidder shall provide details of payment made like UTR No, remitting bank name, date of payment and amount in the covering letter to the designated email id only which is given below.

tsp@mstcindia.co.in

It may be noted that bidders need not visit any of the offices of MSTC Limited for submission of any document.

Contact persons of MSTC Limited:

Mr. Chirag Sindhu
9830336290

Mr. Setu Dutt Sharma
7878055855

Once the requisite registration fee is received from a bidder, MSTC shall activate the bidder's login. MSTC Limited reserves the right to call for additional documents from the bidder if needed and the bidder shall be obliged to submit the same.

On completion of the above stated registration process, a bidder shall be able to login to MSTC's website.