BID DOCUMENT

TARIFF BASED BIDDING PROCESS
FOR PROCUREMENT OF
POWER ON LONG-TERM BASIS

from
HYDRO POWER STATIONS TO BE SET UP ON
DRONPARA RIVER, KAMRUP(RURAL) DISTRICT OF
ASSAM

(As per Guidelines for Determination of Tariff by Bidding Process for
Procurement of Power by Distribution Licensee)

Request for Qualification

Assam Power Project Development Company Limited
(JV of Government of Assam and IL&FS)
4th Floor, Jupitara Palace, Opposite Dona Planet, G.S. Road, Guwahati-781005
Phone: 0361-2467688  Fax: 0361 2467689
Request for Qualification (RfQ) for supply of power to
Assam Power Distribution Company Limited (APDCL), Assam.

This RfQ documents along with Annexure as per Index are issued to -

M/ s. ______________________
____________________
___________________________

NOTES:

1. This document is not transferable.

2. Though adequate care has been taken while preparing the RfQ document, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and have been received by the Bidder.

3. The procurer may modify, amend or supplement this RfQ document including PPA in accordance with Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licencees dated 27th March, 2009 issued by Ministry of Power after obtaining approval of the appropriate regulatory commission, if such approval is required under law.

4. While this RfQ has been prepared in good faith, neither the procurer nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfQ, even if any loss or damage is caused by any act or omission on their part.

(place: Assam Power Project Development Company Limited)

Place:

Date:
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NOTICE of INVITATION TO BID

Assam Power Project Development Company Limited

An invitation for supply of power on long term basis

(a) Assam Power Project Development Company Ltd. (APPDCL), on behalf of Assam Power Distribution Company Ltd. (APDCL) invites proposals to Build, Own, Operate and Transfer of hydro power project on Dronpara river for the supply of power aggregating ‘1.6’ MW (in the minimum), to be generated, at the generator switchyard bus-bar for the Assam Power Distribution Company Limited in Assam. The Dronpara river is located in Boko sub division of Kamrup (Rural) district in Assam.

In case of Request by the developer, 5% increase in the capacity quoted as minimum capacity and 1% increase in the design energy quoted as minimum energy in the Bid Documents is allowed beyond which separate permission has to be obtained by the developer from the concerned Authority(s), in case of expansion of capacity of the project.

APPDCL has envisaged Design, Finance, Construction, Operation and Management of “Small Hydro Power Project at Dronpara” on Built, Own, Operate and Transfer (BOOT) Basis. APPDCL has been mandated by GoA to take up the project development activities and Authorised by APDCL to invite Bidders on its behalf for procurement of power on long term basis.

The Successful Bidder to be selected through the tariff based bidding process shall be required to design, engineer, finance, construct, operate, maintain, and manage the Small Hydro Power Project at the identified location during the concession period.

All process of selection, assignment of project, governing rules would be guided by the “Small Hydropower Policy-2007” of Government of Assam or any subsequent modifications/amendments made to this policy. The selected Bidder would be eligible for all benefits under this Policy and would be required to fulfill all obligations as specified in the Policy.
Bidder should have adequate technical experience and financial capability to supply the power as mentioned below:

1A. Qualifying Requirements:

1A. (a) Technical Experience:

The Bidder must have experience of developing infrastructure projects (not necessarily in the power sector) in the last 10 years whose aggregate capital costs must not be less than the amount equivalent to Rs. 0.75 crore per MW of the capacity offered by the Bidder. Out of these projects, the capital cost of at least one project or part thereof should be equivalent or more than Rs. 0.125 Cr. Per MW of the capacity offered. For this purpose, capital expenditure on projects that have been completed at least 7 (seven) days before the bid submission date shall be considered.

“Infrastructure Project” for this purpose shall mean construction of different components of hydropower projects, roads, bridges, tunnel-works, barrages, head race channel, intake, power station structure, transmission line and tail race channel, etc or experience in exploration and drilling in mines and minerals or infrastructure projects such as roads, ports, water supply, IT Parks, Commercial complexes etc. or in any other engineering projects in EPC/BOT/BOO or its variance

1A (b) Financial Capabilities:

i. **Internal Resource Generation:** Equal to at least Rs. 0.3 Crore or its equivalent US$ per MW of the capacity offered by the Bidder computed as five times the maximum internal resource generated during any of the last three years of business operations;

ii. **Networth:** Rs.0.5 Crore or equivalent US$ per MW of the capacity offered by the Bidder. The above computation shall be derived from any of the past three years annual accounts.

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1 The US$-Indian Rupee Exchange rate shall be considered as the corresponding TT buying rate specified by the State Bank of India seven days before the last date of submission for the Bidders as
iii. **Annual Turnover:** Rs. **1.20** Crore or equivalent US$ per MW of the capacity offered by the Bidder. The above computation shall be derived from any of the past three years annual accounts. Above financial parameter shall be defined and computed in following manner by the Bidder:

- **Internal Resources Generation**
  
  \[ \text{Internal Resources Generation} = \text{Profit After Tax (PAT)} \]
  
  Add: Depreciation and Amortization
  
  Add: Decrease in net current assets (excluding cash)
  
  Add: Any other non cash expenditure (including deferred tax)
  
  Subtract: Scheduled loan repayments and increase in net current assets (excluding cash)

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

- **Networth**
  
  \[ \text{Networth} = \text{Equity share capital} \]
  
  Add: Reserves
  
  Subtract: Revaluation Reserves
  
  Subtract: Intangible Assets
  
  Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses

- **Annual Turnover:** Annual Gross Revenue Earned by the Bidder

Bidders shall furnish documentary evidence duly certified by qualified auditors in support of their technical capability and financial experience as defined in 1.A(a) and 1.A(b) respectively.

**1.B. Task Completed/ Under Progress:**

APPDCL has completed the project development activities including survey and investigations, preparation of DPRs for the project. APPDCL has finalized an Implementation Agreement to be signed with Government of Assam (GoA) and selected bidder. All statutory clearances has been obtained and the following tasks has been stated in the RFQ document
completed for the project so far:

i. Task Completed
1. Preparation of Detailed Project Report and conducting detailed Survey & geotechnical studies*
2. Power Evacuation arrangement through Assam State Electricity Board
3. Implementation Agreement to be entered with GoA is being finalised
4. Formalities for Filing of Tariff Petition with Assam Electricity Regulatory Commission (AERC)

ii. Task under Progress
1. Process for approval of Government land acquisition is under progress and the land acquisition will be completed by APPDCL as per act and relevant clause No 3.2.1 (i) of the amendment dated 22.07.2010 of MoP, GoI.

*Note: The Project cost considered in the DPR does not include cost of transmission line for evacuation of power. The Bidder may make his own assessment for completion of the project including the cost of complete evacuation system from the power station to Boko 33/11 KV Sub Station by 33KV line and quote the tariff based on project cost which shall invariably all items for completion of the project including the cost of complete evacuation system from power station to Boko 33/11 kv substation by 33kv single line.

1.C. Transfer of Project Site:
APPDCL will transfer the Project, along with all its rights and responsibilities to the successful Bidder to implement the project after execution of the Implementation Agreement (IA) after make payment of all the developmental expenses incurred by APPDCL for development of these project (till the completion of bidding process) and premium as specified in the RFP Document is to be paid by the selected bidder at the time of acceptance of letter of intent. The project along with all the assets built as part of the project will be transferred back to Govt of Assam or its Authorised Representative(s) as the case may be in good working conditions at the end of the term of PPA. The terminal value for transferring the assets back to the Govt. of Assam at the end of the term of the PPA is Rs. 100. The responsibility of the Resettlement & Rehabilitation in addition to the Government land lies with selected developer or special Purpose Vehicle (if formed by selected developer for taking over the projects) being taken over by the selected developer.

1.D. Commencement of supply:
The Bidder shall have to commence supply by 24(Twenty Four) months from the financial closure and financial closure shall be achieved within 6 months from signing of the PPA/Implementation Agreement.

1.E. Clearances, consents and permits:
The Bidder shall be responsible for obtaining all the necessary clearances and permits required for completion and operation of the project during the term of PPA along with remaining statutory clearances as stated in 1.B(i) above.

1.F. Purchase of Power:
Assam Power Distribution Company Limited or its successors and assigns would retain dispatch rights on the contracted capacity of the power station, which has been allocated to it. The term of the PPA shall be of 35 years from date of financial closure excluding 2 years of construction period.

1.G. Tariff:
The tariff shall be payable in Indian Rupees. Bidders shall quote the tariff as per the pre-specified structure, is mentioned in RfP.

1.H. RfQ and RfP document:
Interested parties can collect the RfQ and RfP documents containing the Model PPA proposed to be entered into with the successful Bidder, along with the detail information required to be submitted by the Bidder, in person against a non-refundable payment of Rs. 10,000/- (Rs. Ten Thousand Only) in the form of a Demand draft in favor of “Assam Power Project Development Company Limited.”. The draft should be submitted at the office of APPDCL at the time of collection of the RfQ and RfP documents or at the time of submission of the RfQ and RfP documents. The Bid documents will be available for sale on all working days during the following dates.
Any correspondence/query should be forwarded to the above address. The timetable for the Bid process is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>T₀</td>
<td>Notice of Invitation to Bid (NIB) and Commencement of Sale of Bid documents (RfQ and RfP)</td>
</tr>
<tr>
<td>T₀ + 15 days</td>
<td>Last date of Sale of RfQ and RfP documents</td>
</tr>
<tr>
<td>T₀ + 22 days</td>
<td>Issue of Clarifications</td>
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<tr>
<td>Time Frame</td>
<td>Event Description</td>
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<td>----------------</td>
<td>-----------------------------------------------------------------------------------</td>
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<tr>
<td>$T_0 + 30$ days</td>
<td>Pre Bid Conference</td>
</tr>
<tr>
<td>$T_0 + 43$ days</td>
<td>Last date of Submission of Composite Bid and opening of Qualifying Bids (responses to RfQ &amp; RfP) &amp; Responsiveness Check</td>
</tr>
<tr>
<td>$T_0 + 45$ days</td>
<td>Opening of Qualifying Bids (response to RfP) and Opening of Price Bid and Selection of Private Developer.</td>
</tr>
<tr>
<td>$T_0 + 55$ days</td>
<td>Approval of Assam Electricity Regulatory Commission</td>
</tr>
<tr>
<td>$T_0 + 58$ days</td>
<td>Issue of LoI to PD</td>
</tr>
<tr>
<td>$T_0 + 65$ days</td>
<td>Project Developer to accept LoI</td>
</tr>
<tr>
<td>$T_0 + 248$ days</td>
<td>Financial Closure</td>
</tr>
<tr>
<td>$T_0 + 978$ days</td>
<td>Date of Commissioning (within 24 months from Financial closure)</td>
</tr>
</tbody>
</table>

* If any of the dates mentioned above is declared a public holiday, the deadline will be the next working day.

Interested Bidders can also download the RfQ and RfP document which will be available from the website as per timetable. However, while submission this should be accompanied by the draft as mentioned above for acceptance.

The website as given below

www.laedcl.gov.in, or www.ilfsindia.com

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1. DEFINITIONS

1) Following capitalised terms used in this RfP; shall have the meanings given hereunder:

2) “Authorised Representative” shall mean Assam Power Project Development Company Limited a Joint Venture of Govt. of Assam and IL&FS Ltd. authorised by the Procurer to carry out the bid process for the selection of the Successful Bidder on their behalf; (insert if applicable, else delete this definition).
3) “AERC” shall mean Assam Electricity Regulatory Commission

4) “APPDCL” shall mean Assam Power Project Development Company Limited

5) “ASEB” means Assam State Electricity Board

6) “APDCL” means Assam Power Distribution Company Limited

7) “Bid” shall mean Non-Financial Bid and Financial Bid submitted by the Bidders in accordance with the terms and conditions of this RfP;

8) “Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rs 10 lakh submitted along with the Bid by the Bidder as per the provisions of Clause of this RfP and as per the format prescribed in Annexure 4;

9) “Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfP, specified in the Schedule of Bidding Process;

10) “Bidder” shall mean Bidding Company (including its successors and legal assigns subject to fulfillment of conditions given in RfP/RfQ) or Bidding Consortium (including successors and legal assigns of its Members subject to fulfillment of conditions given in RfP/RfQ) who meet the qualifying criteria as specified in the RfQ and have been prequalified by Procuer/Authorised Representative based on RfQ Bid for submission of RfP Bid and has duly purchased the RfP from the Procuer/Authorised Representative;

11) “Bidding Company” shall have the meaning ascribed thereto in the RfQ;

12) “Bidding Consortium” shall have the meaning ascribed thereto in the RfQ;

13) “Bidding Guidelines” shall mean Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees, issued by Ministry of Power, Government of India under Electricity Act, 2003 on March 27, 2009 and as amended from time to time;

14) “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
15) “Conflict of Interest” A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.

16) “Lead Member of the Bidding Consortium” or “Lead Member” A member who commits at least 26% equity stake in the Bidding Consortium, meets the technical requirement as per Clause 1A and cannot be changed till 5 years of the Commercial Operation Date (COD) of the Power Station.

17) “Project” shall mean Dronpara Small Hydro Power Project

18) “Project Report” shall mean the report containing the initial information regarding the Project, Site and other details;

19) “Financial Bid” shall mean Envelope II of the Bid;

20) “Letter of Intent” or “LOI” shall mean the letter issued by the Procurer/Authorised Representative to the Selected Bidder for award of the Project;

21) “Levelised Tariff” shall mean tariff calculated in accordance with the provisions of Clause 3.3.2;

22) “Non-Financial Bid” shall mean Envelope I of the Bid;

23) “Parent” shall mean a company which has at least twenty six per cent (26%) equity either directly or indirectly in the Bidding Company or Member in the Bidding Consortium;

24) “Partnership Firm” shall means the partnership is the relationship between persons who have agreed to share the profits of a business carried on by all or any of them. Persons who have entered into partnership with one another are called partners individually and a firm collectively.

25) “Permitted Assigns” shall mean the entities specified in Article 16.1 of PPA;
26) “Power Purchase Agreement” or “PPA” shall mean the agreement titled ‘Power Purchase Agreement’ proposed to be executed between the Procurer and Seller, an unsigned copy of which is attached hereto and marked as Annexure 5 in RfQ, including all its schedules, Annexures and all amendments or modifications;

27) “Procurer” shall have the meaning ascribed thereto in Clause 1.1;

28) “Quoted Tariff” shall mean the sum total of Quoted Energy Charge and Quoted Capacity Charge;

29) “RfP Project Documents” shall mean the Request for Proposal including the following documents to be entered into in respect of the Project, by the parties to the respective agreements:
   a) PPA;
   b) Implementation Agreement
   and
   c) any other agreements designated as such, from time to time by the Procurer/Procurer and the Authorised Representative;

30) “RfQ” shall mean the Request for Qualification document including the Annexures thereof issued by APPDCL (Authorised Representative of APDCL) for Tariff Based Bidding Process for Procurement of Power on Long-Term Basis from Power Station to be setup at Dronpara River based on hydropower and shall include any modifications, amendments or alterations or clarifications thereto;

31) “SPV” shall mean a Special Purpose Vehicle established under the Company Act, to carry out the project development activities in accordance with Bidding Guidelines;

28) “Seller” shall mean the Selected Bidder for the purposes of development, finance, ownership, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project in accordance with the RfP who would take over the Dronpara small hydro power project

29) “Successful Bidder” or “Selected Bidder” shall mean the Bidder selected pursuant to this RfP to set up the Project and supply electrical output there from to the Procurer through the Seller as per the terms of PPA and other RfP Project Documents;
1. INTRODUCTION
1.1 Background

1) Assam, located in the North Eastern part of India can be termed a storehouse of natural resources especially oil, gas, forest & minor forest and agro-horticultural resources. The state is the gateway to the entire North East and geographically located as a strategic corridor to other states like Arunachal Pradesh, Manipur, Meghalaya, Mizoram Nagaland and Tripura.

2) Assam has a identified hydro potential of the order of 680 MW installed capacity, out of this only about 104 MW has been harnessed so far, which includes recently commissioned Karbi Langpi HEP (100 MW) and Champati SHP (4 MW). The peak demand of the state is estimated at 720-1100 MW, out of this only 130 MW to 250 MW of power is being generated from its own power stations. As such there is substantial shortfalls in power availability and it is therefore essential to develop projects to increase power generation capacity of the State.

3) The projected system peak demand forecast prepared by M/S SMEC (in association with Power Research Development Consultant Pvt. Ltd) is expected to be 2163 MW by 2011-12 and 2763 MW by 2014-15. The projected demand of the power in the State in 2019-20 would be around 3423 MW.

4) During the year 2004-05 there was a shortage of peak power by 5.80 percent and an energy shortage of 5.4 percent. The state has also been purchasing power to the tune of 2072 million units (2001-02) from Central Sector stations and other states.

5) In view of above, it has become imperative to make substantial investment through public as well as private sector in the power generation to have comfortable power security in the State in future. Focus is required to be given on development of thermal as well as hydel power projects. To optimize resource utilization of the State, by maximizing private sector participation in the power projects, is also necessary along with ensuring time bound implementation. The Govt. of Assam as such has come forward with a “Small Hydropower Policy-2007” to encourage private sector participation in the power sector.

6) As far as the generation, transmission and distribution of power in the state at present is
concerned, Assam State Electricity Board (ASEB) is taking up this responsibility through the three companies formed after the restructuring of ASEB. These companies are looking after the transmission and distribution in addition to generation of power in the state.

7) The National Electricity Policy of Government of India envisages that peak and energy shortages should be completely eliminated by 2012. It is further envisaged that the quality and the reliability of power should improve. The policy lays emphasis on rationalization of tariffs, rural electrification and encouraging higher private sector participation. The policy also addresses key issues such as hastening the returns process by defining time lines for critical processes such as open access in each state, metering requirement, energy audits, intra state transmission tariffs and upgrading technology at regional level dispatch centers.

8) Infrastructure Leasing and Financial Services Limited (IL&FS), one of India’s leading infrastructure development and finance companies, has entered into a Memorandum of Agreement (MoA) with Government of Assam (GoA) for development of power project across the state. A Joint Venture Company by the name of "Assam Power Project Development Company Limited" (APPDCL) has been incorporated to take up the project development activities in the power sector of the state. APPDCL has been entrusted with the responsibility of development of both hydropower and thermal power project in the state, starting with the reconnaissance survey and identification of potential project upto their financial closure.

9) Assam Power Distribution Company Limited (APDCL) (hereinafter to be referred as the "Procuree") has been assigned the responsibilities of procurement and distribution of power in the central Assam Zone. APDCL through its authorized representative Assam Power Project Development Company Limited (APPDCL) wishes to invite Bids for purchase of power to be generated from Dronpara Hydro Electric Project on a long term basis.

10) The objective of this Bidding process is to identify Bidders to Build, Own, Operate and Transfer of Dronpara small hydro project for supply of '1.6 MW (to be quoted by the bidder in this case) of power to be generated from the allocated stretch, for a period of 35 (thirty five) years. The Selected Bidder shall enter into a Power Purchase Agreement (PPA) with APDCL as per Annexure 5 attached to RfQ document.

2. PROJECT INTRODUCTION
2.1.1 The topography of the river stretch provides scope for a cascade type
development of hydropower projects in the entire stretch of Dronpara river valley and developing a single project on the river. Assam Power Project Development Company Ltd is planned to develop a project and accordingly identified a hydro power potential site on Dronpara river and the generation capacity of the project (i.e. Dronpara SHP) is about 1.6 MW.

2.1.2 The project namely Dronpara SHP envisaged aggregate generation capacity of about 1.6 MW of electricity on Dronpara River valley by constructing of a diversion weirs of 30m in length and 4.9 m height across the Dronpara river. The project site of Dronpara SHP is connected by 22 km length a motorable road from Boko town to Lower Langpi. The diversion site is reachable through foot track from Dronpara Village and the distance of the foot track is about 3.0 km.

2.1.3 Based on the surveys, the Scheme is proposed to be developed as a run of river scheme utilizing the flows of the Dronpara river. The Full Reservoir level (FRL) of the Diversion Weir for the project is about 125.5m and the Crest level is about 125.5m as per DPR prepared by M/s Hydrotech Consultants Ltd, Bangalore.

2.1.3.1 The generation capacities of the project has been estimated based on surveys and investigation and based on the discharge data of Dronpara river for the period 2011 and average daily yield for the year 1982 to 2005. The generation capacity of the project namely Dronpara SHP is 1.6 MW (2x800KW).

2.1.4 The project namely Dronpara SHP is about 25 km away from Boko Substation. The transmission of power is proposed from Dronpara SHP to Boko substation. The annual generation capacity of the project at the minimum is about 6.18 Million Units per year which is proposed to be evacuated through a 33 KV level to Boko substation by one 33 kv single circuit line.

5% increase in the capacity quoted as minimum capacity and 1% increase in the design energy quoted as minimum energy in the Bid Documents is allowed beyond which separate permission has to be obtained by the developer, in case of expansion of capacity and energy of the project.

2.1.5 The electrical energy generated from this project would meet the power requirements of the state more particularly that of the Lower Assam Districts.
under the jurisdiction of Assam Power Distribution Company Limited.

2.1.6 The small hydro electric project on the Dronpara river valley is proposed to be created on a Public-Private-Partnership format through the Build, Own, Operate & Transfer mechanism in which the private sector bidder is expected to design, finance, build, operate and manage the properties for a fixed number of years at the end of which the properties shall be transferred back to the State Government.

2.1.7 The developer will have to carry out the various activities for the complete development including construction, commissioning and operation & maintenance of the project. The brief scope of the work is as follows:

a) Diversion Structure comprising of overflow weir & undersluice
b) Rectangular Tailrace Channel
c) Trapezoidal Power Channel
d) Forebay
e) Penstock
f) Surface Power House
g) Switchyard
h) Horizontal Francis turbines (2 nos for each project)
i) One 10/5 MT capacity bridge crane
j) SCADA system
k) Drainage/ Dewatering pumps
l) Diesel electric generator
m) Construction of approach road to power house site from road
n) Power station raft foundation
o) Construction of 33 KV single circuit line including terminal equipments upto the interconnection point, the existing 33/11 KV Substation of APDCL at Boko substation.
p) Commissioning of the project
q) Operation and maintenance

The concessionaire (i.e. selected bidder) shall be responsible for the design, engineering, financing, procurement, construction, operation and maintenance of the Project Terminal under the Implementation Agreement to be signed between
the Concessionaire and the Govt of Assam.

2.18 APPDCL will transfer the Project along with all its rights and responsibilities to the successful Bidder to implement the project after execution of the Implementation Agreement (IA) and payment of all the developmental expenses incurred by APPDCL for development of these project (till the completion of bidding process) and premium as specified in the RfP Documents. The project along with all the assets built as part of the project will be transferred back to Govt of Assam or its Authorised Representative(s) as the case may be in good working conditions at the end of the term of PPA. The terminal value for transferring the assets back to the Govt. of Assam at the end of the term of the PPA is Rs. 100 for each project. The responsibility of the Resettlement & Rehabilitation lies for the project being taken over by the selected developer.

2.19 The CDM benefit for the project is not passed through the tariff calculation.

3. FINANCIAL CLOSURE
Pre arranged financial closure option is available to the bidder from a leading nationalised banking institution at a preferred lending rate to the project. This would however at the option of the bidder and does not form an obligation on either of the parties. For this separate Agreement has to be signed.

4.1 ABOUT APPDCL:

a) Assam Power Project Development Company Limited, (APPDCL) has been formed as a Joint Venture of Government of Assam and Infrastructure Leasing and Financial Services Limited (IL&FS) as per the Memorandum of Understanding signed between GoA and IL&FS in July, 2007. The company has been formed with equal shareholding of Govt. of Assam and Infrastructure Leasing & Financial Services Ltd to develop power projects in the state of Assam under Public Private Partnership format.

b) The Company envisages development of power project through an exhaustive project development activities starting from reconnaissance survey to structuring the project in PPP as per the hydropower policy of Govt. of Assam.

c) APPDCL has been entrusted to take up project development activities with the most favourable PPP options. The Company has been working on development of power project both in the hydro and thermal power as per the mandate given to the company by Government of Assam.

d) The Company has taken up project development of Small & Mini Hydro Projects
identified in the Small Hydro Project Development Policy besides other projects as allotted by Govt. of Assam

e) The activities are taken up with the technical expertise of IL&FS, which is providing its technical expertise in project identification, DPR preparation, project structuring, Bid Process Management among others through its power specific vertical, IL&FS Energy Development Company Pvt. Ltd.

f) The approach of the Company is to develop projects through a comprehensive project development approach that not only reduces the time taken up for the initial activities but at the same time ease out the implementation process. The identification of viable project, their proper detailing and obtaining of all clearances, fulfillment of formalities in project development stage makes the project taken up through this approach amenable under PPP.

g) The Company has already successfully selected the private partner for a 2 MW, 4.7 MW, 9 MW and 6 MW power projects in the Pahumara Irrigation Scheme, Bordikarai Irrigation Scheme, Desang river and Kalanga River of Assam respectively and it is now carrying out surveys and investigation in other potential sites as well in the State.

5.1  Regulatory Framework:

This bid is invited as per the Regulatory framework provided under Electricity Act 2003 for the procurement of power by Distribution licensees through Competitive Bidding. The framework is elaborated hereunder in brief:

The Bid is invited in pursuant to Section 63 of the Electricity Act, 2003 (the Act) which provides that the Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government. The Central Government has notified guidelines under section-63 of the Act on 19.1.05 for short term and long term procurement of power by distribution licensees by inviting competitive bids for site specific and fuel specific generating projects.

5.1.1 The National Tariff Policy notified by the Central Government on 6.2.06 also envisages that future procurements from non-conventional sources of energy shall be done through competitive bidding within the suppliers offering energy from
same type of non-conventional source.

5.1.2 The Assam Electricity Regulatory Commission (AERC) has also specified in Regulation 53 and 118 of terms and condition (Terms & Conditions for Tariff Determination Principles from hydropower generating stations and principles of determination of power from Distribution Licensee for determination of Tariff, Regulation 2006 in exercise of powers conferred on it by Section 61 read with Section 181(zd) of the Electricity Act 2003 (36 of 2003), and in supersession of the Assam Electricity Regulatory Commission (Terms and conditions for determination of Tariff) Regulations, 2005,

5.1.3 The utilities shall file the petition in accordance with the Assam Electricity Regulatory Commission (Conduct of Business) Regulations, 2002. All the information including statements, reports, note etc. submitted under these guidelines will be duly verified in the manner as has been prescribed under regulation no. 27 of the Assam Electricity Regulatory Commission (Conduct of Business Regulations, 2002).

5.2 Authorization of APPDCL

The project is being developed through APPDCL as per mandate given by Government of Assam and Assam Power Distribution Company Limited (APDCL), (to be referred hereafter as the “Procurer”) has authorized APPDCL for inviting the tariff based bids for procurement of power on long-term basis from the successful bidder.(Annexure 2)

5.3 Purpose of this Document

For the purpose of this document the:

5.3.1 APPDCL is the body corporate designated by Government of Assam through APDCL to carry out the whole Bid process for the selection of the Bidder, on its behalf.

5.3.2 Chief Executive Officer, APPDCL is the person designated by the APDCL
to represent the procurer in its dealings with the Bidder or the Bidding Consortium as well as with Power Department, Govt. of Assam or its designated authority. The person shall be authorized to perform all tasks such as providing information, responding to enquiry, issuing clarifications, calling pre-Bid conference, issue advertisements for RfQ and RfP and communication with selected bidders and, coordination with Govt. of Assam, etc.

5.4 Objective of the Bidding Process:

The objective of this Bidding process is to identify Bidders to Build, Own, Operate and Transfer of Dronpara small Hydro Power project for supply of ‘1.6’ MW of power to be generated in Dronpara river Valley, Assam. The successful Bidders shall enter into a Power Purchase Agreement (PPA) with the Procurer as detailed out in the Model PPA forming part of this document. Further any update/amendment/supplementary, if any, details about the Bidding process, the Project and the PPA shall be provided at later stages in accordance with Guidelines for Determination of Tariff by Bidding Process, after obtaining approval of the Assam Electricity Regulatory Commission.

5.5 Details of the Procurer containing following information is enclosed separately as Annexure-1

- Last three years of the Audited accounts
- Last three years Aggregate Technical and Commercial Losses
- Details Regarding existing tariff structure, consumer base etc
- Business Forecast

5.6 Letter of Consent from APDCL stating that the entire Bid document has been reviewed and each key element of the Bid document is agreed to is also enclosed in the Annexure-2.

5.7 Accordingly, the Procurer seeks to select competent, experienced and capable
party or a consortium of parties (hereinafter referred to as "Bidders") who have the necessary technical competence, experience and financial strength for supply of power on a long-term basis. The Procurer invites responses from companies either as sole Bidder or in the form of a consortium for supply of power. The maximum number of members in a consortium is limited to three.

Each bidder shall submit the following documents as proof of eligibility

- Experience of the firm/consortium/JV
- Technical Experience Certificate of the firm/consortium/JV or certified copy of the Chattered Engineer.
- Firm/consortium’s turnover for the last Three years. Certified copy of the audit report may be furnished to support the details
- Works in hand

5.8 Status of the Project:

5.8.1 Under the responsibility entrusted by Govt. of Assam, the project development activities as mentioned earlier has been completed. The project is proposed on Dronpara River Valley. Detailed Project report for the Project has been completed. Interested Bidders can collect the DPR (Vol-I & II) of the project on payment of Rs.10,000/- (Rupees ten thousand only) per DPR to be paid through DD in favour of Assam Power Project Development Company Private Limited, payable at Guwahati)

APPDCL has spent a substantial amount for the development of the project so far and the expenses incurred so far and the expenditure to be incurred till the completion of the bidding process are recoverable from the selected Bidder along with an Upfront Premium at the time of acceptance of Letter of Intent.

All Bidders are required to submit information in accordance with the guidelines set forth in this Bid document. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the project.
The responses to RfQ shall be valid for not less than six (6) months from the last date of submission.

6 INFORMATION AND INSTRUCTION TO BIDDERS

6.1 Qualifying Criteria

6.1.1 The terms used in this document have the same meaning as defined in the Model PPA provided as Annexure 5 of this document.

6.1.2 Bidders should have adequate technical experience and adequate financial capability to execute the project.

6.1.3 The bidders are required to bid for the project within the limit of Tariff Cap Rate fixed by Assam Electricity Regulatory Commission for small hydro projects vide its AERC (Co-Generation and Generation of Electricity from Renewable sources of Energy) Regulations, 2009 notified on 3rd July, 2009 in Govt. official Gazette.
6.2  Purchase of power by the Procurer

6.2.1  The combined Net power (ex-bus) generated shall be procured by the Procurer. The energy generated from the power house shall be delivered at 33 KV level to Boko substation of APDCL by one 33 kv single circuit line.

6.2.2  The contracted power shall be sold only to the Procurer as per the terms and conditions of a Power Purchase Agreement (PPA). The Model PPA is attached in Annexure 5. Such Model PPA may be modified in accordance with Guidelines for Determination of Tariff by Bidding Process and approval of Assam Electricity Regulatory Commission. The Procurer would retain dispatch rights over the contracted capacity of the generating station, during the term of the PPA, which has been allocated to it by the selected Bidder.

6.3  Information Required

6.3.1  The information in response to this RfQ will be submitted by the Bidder as per the Annexure-9 attached in this document. The information to be submitted for this volume (RfQ) is specified in Article 8 (Formats of Application) of this volume.

6.3.2  Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/or submission of incomplete information may be grounds for declaring the Bid non-responsive. Each format has to be duly signed and sealed by the Bidder.

6.3.3  The Bidder should note that:

a)  If the Bidder deliberately gives wrong information in its response to RfQ and
RfP in order to create circumstances for the acceptance of its Bid, APPDCL on behalf of the Procurer reserves the right to reject such Bid and/or cancel the award, if made.

b) Responses submitted by the Bidder shall become the property of the APPDCL/Procurer and the APPDCL/Procurer shall have no obligation to return the same to the Bidder.

c) The Bidder have to submit the self declaration relating to non incumbency to any authorities for acceptance of bid and if the bidder gives wrong information in accordance of the bidding, APPDCL on behalf the procurer reserves the right to reject such Bid and/or cancel the award, if made.

### 6.4 Submission of proposal by the Bidder

i. Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. The client shall not be responsible or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

ii. The Bidder, at the Bidder’s own responsibility and risk can visit to examine the Project Site and its surroundings and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. The client shall not be liable for such costs, regardless of the outcome of the Bidding process.

iii. The Bidder or any of its authorized representatives will be granted permission to visit the Project Site by APPDCL or his authorized nominee, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the bidder will indemnify APPDCL or its agencies from and against all liability in respect of

   a) physical injury
   b) loss of or damage to property
   c) any other loss, costs and expenses whatsoever caused in
carrying out such visits

6.4.1 **In case of Bids submitted by a consortium of Bidding companies:**

6.4.1.1 The submitted proposal must mention the lead member and the lead member should designate one person to represent the consortium in its dealings with the Procurer. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the consortium, etc.

6.4.1.2 The submitted proposal shall contain a Joint Deed Agreement entered into between the consortium members, clearly indicating the responsibilities of each consortium member, in the proposed power supply to Procurer. Each member of the consortium shall duly sign the Joint Deed Agreement, making each of the consortium members, individually liable for raising the required funds. In absence of such a document, the Bid would not be considered for evaluation and will be rejected.

6.4.1.3 The submitted proposal should also contain signed letters (“Letter of Consent”) submitted by each member of the consortium, stating that the entire proposal has been reviewed and each element of the proposal is agreed to and stating the investment commitment for the envisaged project. Any substantive exception should be addressed in the letter.

6.4.2 Any other request for change in the membership of the consortium, or in responsibilities, or in equity commitments of any consortium member is not allowed after submission of the bid.

6.4.3 **In case of Bids submitted by a Bidding company**

6.4.3.1 The Bidding Company should designate one person to represent
the Bidding Company in its dealings with Procurer. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, etc.

6.4.2.2 Bidding Company should provide for the Board Resolution committing the 100% of the cost of the project as equity requirement for the project. Any request for change in the promoters of the Bidding Company, or in responsibilities, or in equity commitments of any promoters is not allowed after submission of the bid.

6.4.4 The Bidder must furnish the relevant details of experience to meet the qualifying criteria as mentioned in 1.A. which shall include name and address of the project, its configuration and capital cost, date of completion etc.

6.5 Due dates

6.5.1 The Bidder should submit the response to RfQ and RfP so as to reach the following address by 12.00 hrs on 5th November, 2012

Chief Executive Officer
Assam Power Project Development Company Ltd
4th Floor, Jupitara Palace, (Opp. Dona Planet),
G.S. Road, Guwahati - 781005 (Assam)
Ph: +91-361-2467688 Fax: +91-0361-2467689
email: appdcl2011@gmail.com
6.6 Method of submission

6.6.1 The responses to RfQ is to be submitted in sealed envelopes which should be transcribed in the following way:

“Bid for supply of power to APDCL”
“Name of the Office”
“Name of the Bidder”
“Bidder Information”

The proposals must be properly signed as detailed below:

(a) By the proprietor in case of a proprietary firm
(b) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
(c) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal)
(d) By a duly authorized representative in case of a consortium

6.6.2 These envelopes should also contain covering letters as per the format provided in Annexure 4 of this document for RfQ

6.6.3 The Bidder has the option of sending his response by registered post or submitting the Bid in person so as to reach the Procurer at the designated address by the time and date stipulated by the Procurer. Responses submitted by telex/ telegram/ fax/ email shall not be considered under any circumstances. The Procurer shall not be responsible for any delay in receipt of the Bids. Any response received by the Procurer after the deadline for submission of the responses stipulated by the Procurer shall not be opened.

6.6.4 All pages of the response submitted must be initialed by the authorized signatories on behalf of the Bidder.

6.6.5 The response shall be submitted in one original (placed one envelope and
marked as original at the top of the envelope) + one phot cop y (placed one envelope and marked as photocopy on the top of envelope) and both of the envelopes will be placed in one envelope and the envelopes should be transcripted in the following way:

a) Envelope superscripted. “Bidder Name------------------------”

No change or supplemental information to a proposal will be accepted after the scheduled time of submission of Bid. The Procurer reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the proposal.

6.6.6 If the envelope is not sealed and not marked as per the requirement, the Procurer will assume no responsibility for the Bid’s misplacement or premature opening.

6.7 Preparation cost

6.7.1 The Bidder shall be responsible for all the costs associated with the preparation of the responses and participation in discussions. Procurer shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

6.7.2 Bidders may note that

a) All the information should be submitted in English language only.

b) The information submitted in any other language must be translated in English and for evaluation of the proposal only English translation will be valid.

c) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

d) Responses that are incomplete, which do not substantially meet the requirements prescribed in this RfQ, will be rejected by APPDCL/Procurer.

e) Responses containing incomplete information in the specified formats would be liable for rejection.

f) All pages of the responses submitted must be initialed by the authorized signatories on behalf of the Bidder.
g) Bidders delaying in submission of additional information or clarifications sought may be liable for rejection.

h) If the Bidder makes any claim in response to this RfQ, which does not reflect the truth or is material misrepresentation of facts, then the Bid would be liable for rejection.

i) Procureer reserves the right to reject all or any of the responses without assigning any reasons whatsoever.

6.8 Opening of Bid:

The responses for RfQ and RfP would be opened for responsiveness check, in the presence of one representative from each Bidder, on the same day on the last date of submission of Bids at the office of APPDCL or any other day to be intimated to the Bidders by APPDCL.

6.9 Enquiries / Pre-bid Conference

6.9.1 The Bidder or his official representative is invited to attend Pre-bid meeting, which will take place at the office of APPDCL or any other venue to be notified by APPDCL in due time.

6.9.2 Date and time for Pre-bid conference shall be as indicated to the Bidders in due course based on the timetable indicated Schedule of Bidding Process.

6.9.3 The purpose of the meeting will be to clarify any issues regarding the Bid process.

6.9.4 The Bidder is requested to submit questions in writing through a letter or by telex or fax or by e-mail to reach the Procureer at the address indicated above one week before the Pre-bid meeting. For any questions regarding the deviation/ comments on the Model PPA the Bidder should adhere to the format enclosed in Annexure 5.

6.9.5 Record notes of the meeting including the text of the questions raised and responses given will be transmitted to all the purchasers of the Bid.
document. The clarifications that could not be furnished during Pre-bid conference will be separately communicated to all the purchasers of the Bid document.

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

Clarifications could be sought from:
Chief Executive Officer
Assam Power Project Development Company Ltd
4th Floor, Jupitara Palace, ABC Bus Stop
(Opp. Dona Planet), Guwahati - 781005 (Assam)
Ph. +91-361-2467688 Fax: +91-361-2467689
email: appdcl2011@gmail.com

6.10 Amendment of Bid Document

If the bidder wants to deviate from any of the clauses mentioned in this document he will mention the deviation separately in the format as per Annexure 10. The deviation mentioned elsewhere in the document will not be considered.

7 EVALUATION CRITERIA

7.1 The Bid evaluation (RfQ & RfP) process comprises of the following two steps:
1. Step I - Responsiveness check of RfQ and RfP
2. Step II - Bidder evaluation for opening of price bid

7.2 Step I - Responsiveness check

7.2.1 The Bids submitted by the Bidder shall be initially scrutinized to establish “Responsiveness”. The following conditions shall cause the Bid to be “Non-responsive”:
(a) Responses not received by the due date
(b) Sufficient information not submitted for the Bid to be evaluated and/or
information not submitted in specified formats
(c) Bid not signed by authorised signatory and / or sealed in the manner and to the extent indicated in this Invitation for Bids
(d) Bid not including the covering letter as per format in Annexure 4
(e) Bid submitted by a Bidding Consortium not including the Joint Deed Agreement
(f) Bid submitted by a Bidding Company not including the Board Resolution
(g) A firm shall submit only one Bid in the same Bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium. No firm can be a subcontractor while submitting a Bid individually or as a party of a joint venture or Bidding Consortium in the same Bidding process. A firm, if acting in the capacity of Subcontractor in any Bid, may participate in more than one Bid, but only in that capacity. A Bidder who submits, or participates in, more than one Bid will cause all the proposals in which the Bidder has participated to be disqualified.

(h) Disagreement with any of the clause of Implementation Agreement
(i) Disagreement with any of the clause of Power Purchase Agreement

7.3 Step II - Bidder evaluation

7.3.1 Step II (Bidder evaluation) will be carried out considering the information furnished by Bidders as prescribed under Article- 5 - Format of Application. This step would involve financial and technical qualification of the Bidding Company and Bidding Consortium.

7.3.2 The Bidding Company or Bidding Consortium must fulfill the minimum technical and financial requirement mentioned in the document

7.3.3 If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company only shall be considered. If the Bid is submitted by a Bidding Consortium, then

a. The technical experience and financial experience criteria should be met by the lead member of the consortium or jointly member of the Bidding Consortium.
b. Any company will be required to have maximum equity in the Bidding Company or the Member in Bidding Consortium to be considered as its parent company. In such a case 100% of the combined technical and financial capability of the parent and its subsidiary shall be considered for the purpose of Bid evaluation.

c. If a Bidding Company or a Member in Bidding Consortium wishes to take benefit of the technical and financial capability of its parent company, it will have to submit legally binding undertaking supported by a board resolution from its parent company that all financial and technical obligations of its subsidiary shall be deemed to be financial and technical obligations of the parent company and in the event of any default the same shall be met by the parent company;

8 FORMAT OF APPLICATION

8.1 All Bidders should submit information as per the formats indicated in the various Articles and Annexure of the Document.

8.2 Bidder Information

8.2.1 Definitions
i) Bidding Company: If the Bid for the proposed project has been made by a single entity, it has been referred to as a Bidding Company.

ii) Bidding Consortium: If the Bid for the proposed project has been made by more than one entity, then this group of entities has been referred to as a Bidding consortium.

iii) Member in a Bidding Consortium: Each entity in a Bidding Consortium has been referred as the Member in a Bidding Consortium.

iv) Lead Member of the Bidding Consortium: A company having the major equity stake in
the Bidding Consortium.

v) **Bidder**: Any Reference to the Bidder includes all the above, jointly and severally, as the context require.

8.2.2 The formats required by the Bidder under Bidder information is attached as Annexure 3 to this document. The Bidder is required to provide following information:

8.2.3 Information about the company/ consortium

8.2.3.1 For a Bidding Company

i. Last three years Annual audited Accounts for the calculation of Internal Resource Generation from Business Operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, Chairman’s speech, Auditors report, etc.).

ii. The Board Resolution of the Bidding Company committing investment of 100% of the cost of the project as equity requirement for the project.

8.2.3.2 For a Bidding Consortium

i. Name the Lead Member of the consortium {as per Annexure 6}
ii. The role of each Member in Bidding Consortium {as per Annexure 6}
iii. A letter of consent from each Member committing a specific investment.
iv. A signed Joint Deed Agreement between the Members in a Bidding Consortium {as per Annexure 6}
v. For each Member in Bidding Consortium,

Last three years Annual Accounts for the calculation of Internal Resource Generation from Business Operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, Chairman’s speech, Auditors report, etc.).

**Checklist for Bidders**

The Bidder may use the following checklist to ensure that the Bid/ response/ proposal is complete in all respects:
• Covering Letter
• Joint Deed Agreement between Members in Bidding Consortium
• Letter of consent from all Members in Bidding Consortium. Annual Reports for last three years for all companies
• Board Resolution
• Initialing of all pages of Bid by authorized signatory
• Executive Summary
• Last three year Annual audited Accounts of Bidding Company or each of the Member in case of a Bidding Consortium

Please note that the information requirement prescribed above is the minimum information required from the Bidders. The Bidder may provide additional information to support and supplement the above.
ANNEXURE 1

INFORMATION ABOUT APDCL

INFORMATION ABOUT APDCL

- ENCLOSESURES-1: Last three available Annual Audited Accounts

- ENCLOSESURES-2: Aggregate Technical and Commercial Losses for last three years as available

- ENCLOSESURE-3: Details Regarding existing tariff structure, consumer base etc

- ENCLOSESURES-4: Business Forecast

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3 This information may be submitted at the RIP stage at the discretion of the Procurer
ANNEXURE 2

LETTER OF CONSENT FROM APDCL FOR ACCEPTANCE OF BID DOCUMENT

-ENCLOSED-
ANNEXURE 3

EXECUTIVE SUMMARY

Executive Summary

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

1.2 Details of the Bidding Consortium

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Company</th>
<th>Role Envisaged</th>
<th>Details of the experience and financial capability</th>
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</table>

1.3 Details of the contact person
Name
Designation
Company
Address
Phone Nos.
Fax Nos.
E-mail address
Signature ____________________
For ____________________

Assam Power Project Development Company Limited
ANNEXURE 4

DRAFT FORMAT OF COVERING LETTER

Bidder's Name:
Full Address:
Telephone No.:

E-mail address:
Fax / No.:

To
Chief Executive Officer
Assam Power Project Development Company Ltd
4th Floor, Jupitara Palace, Opp. Dona Planet,
G.S. Road, Guwahati - 781005 (Assam)

Sub:- Supply of power on long term basis at the interconnection point from the Generator Switch Yard at 33 KV level.

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RfQ documents for supply of power on long-term basis at the interconnection point from the Generator Switch Yard Bus-bar at 33 KV level hereby submit our response.

CONTACT PERSON

Details of contact person are furnished as under:

Name
Designation
We are enclosing herewith the information with duly signed formats, in one original (placed in one envelope and marked as original on the top of the envelope)+ one photo copy(placed in one envelope and marked as Photo copy on the top of the envelope) and both envelopes are placed in one envelope as desired by you in your Bid document for your consideration.

Dated the _________ day of _________ of 20

The period of validity of the response to RfQ shall not be less than six (6) months from the last date of submission.

Thanking you,

Yours faithfully,

(Signature, Name, Designation and Company's Seal)

Business Address:

Name and address of principal Officer.
ANNEXURE 5

Model Power Purchase Agreement

Enclosed herewith is the Model Power Purchase Agreement (PPA). The PPA has the terms and conditions under which the Procuer would purchase power.

-ENCLOSED-
ANNEXURE 6

FORMAT FOR JOINT DEED AGREEMENT AMONG THE BIDDING CONSORTIUM MEMBERS

(On Non-Judicial Stamp Paper of Appropriate Value)

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

THIS Joint Deed Agreement executed on this.................... day of ................ Two thousand................ between M/s............................................................. a company incorporated under the laws of ................................................................. and having its Registered Office at ................................................................. (hereinafter called the ”Partner-I”, which expression shall include its successors, executors and permitted assigns) and M/s................................................................. a Company incorporated under the laws of ................................................................. and having its Registered Office at ................................................................. (hereinafter called the ”Partner-2”, which expression shall include its successors, executors and permitted assigns), M/ s ................................................................. a Company incorporated under the laws of ................................................................. and having its Registered Office at ................................................................. (hereinafter called the ”Partner-3”, which expression shall include its successors, executors and permitted assigns) , (The Bidder Consortium should list the details of all the Consortium Members) the purpose of making a Bid and entering into the Power Purchase Agreement(in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. BID/ RfQ/ APPDCL/ DRONPARA HEP/1 dated ........ for Dronpara SHP) of [Name of the Distribution Licencee] a [Company/ Board] incorporated under the [Company’s Act, 1956, and having its Registered Office at ______ or constituted under Section-5 of the Electricity (Supply) Act,1948] and [Name of the
Distribution Licence2 a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at____ or constituted under Section-5 of the Electricity (Supply) Act,1948] or its authorized representative (hereinafter called the Procuer).

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

WHEREAS, the Procuer had invited Bids for Qualification vide its Bidding Document no (RfQ Document No. BID / RfQ / APPD CL / DRONPARA HEP / 1 dated )

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

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER :

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

1. In consideration of the Award of the Contract(s) by the Procuer to the Consortium, we the members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1)
(M/s...........................................................), shall act as the Lead Member as defined in the RfQ for self and agent for and on behalf of Partner-2 and Partner-3 (the names of the partners to be filled in here) and further declare and confirm that we shall jointly and severally be bound unto the Procurer for the execution of the Contract and shall be jointly and severally liable to the Procurer for performance of all contractual obligations under the said Contract so as to ensure compliance of the objectives as indicated inter alia in relevant sections of RfQ.

2. The lead member is hereby authorised by the members of Consortium and Partners to the Joint Deed Agreement to incur liabilities and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective obligations towards Procurer under the said Contract. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged inter alia in para 1 herein above.

4. Subject to the terms of this Agreement, the share of each Member of the consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) is/shall be in the following proportion: (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Partner 1</td>
<td>---</td>
</tr>
<tr>
<td>Partner 2</td>
<td>----</td>
</tr>
<tr>
<td>Partner 3</td>
<td>----</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
5. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, ensuring equity contribution by each of the Consortium Members, achieving financial closure on behalf of the Bidding Consortium, and in the event of a shortfall, making good such contribution, as applicable;

6. In case of any breach of any of the terms of said Contract by any of the Consortium Members, the other Consortium Members shall also be liable for the consequences thereof jointly and severally.

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

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

9. It is further specifically agreed that the financial liability of each of the partners of this joint Deed agreement, to the Procurer with respect of any and all claims
arising out of breach or non-performance of the Contract(s) shall, however, not be limited in any way so as to restrict or limit the liabilities of either of the partners. All the partners would be jointly and severally liable irrespective of their scope of work or financial commitments.

10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Guwahati alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

11. It is hereby agreed that in case of an award of contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of Procuer, as stipulated in the Bidding documents (RfQ/RfP and Power Purchase Agreement), jointly, on behalf of the consortium members, in favour of the Procuer.

12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the Procuer.

13. The Lead Member 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.

14. It is hereby expressly understood between the partners to this joint Deed agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of [Name of the Distribution Licencee].
This Joint Deed Agreement

(a) has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner;

(b) sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;

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

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

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

(Partner 1)

1. Common Seal of M/s......................

............................................................ (Signature of the authorised representative)

have been affixed in my/

our presence pursuant to

Board/ Board of Directors Resolution Name.................................
dated

Signature.......................... Designation............................

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

(Partner 2)

2. Common Seal of M/ s......................
RfQ for long-term Power Procurement

...............................................................
(Signature of the authorised
have been affixed in my/ representative)
our presence pursuant to
Board/ Board of Directors Resolution
dated
Name......................................................
Signature.............................................
Designation...........................................

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

3. Common Seal of M/ s ..............
...............................................................
(Signature of the authorised
have been affixed in my/ representative)
our presence pursuant to
Board/ Board of Directors Resolution
dated
Name......................................................
Signature.............................................
Designation.............................................

For M/ s ..........................................................
ANNEXURE 7

DRAFT IMPLEMENTATION AGREEMENT BETWEEN GoA AND SELECTED DEVELOPER

ENCLOSED
ANNEXURE 8

Format for Power of Attorney for Signing Bid

POWER OF ATTORNEY

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

Know all men by these presents, We………………………………………………….(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms………………………………(name and residential address) who is presently employed with us and holding the position of ………………………………………………………………………… as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of [Insert name of Project] in the country of India, including signing and submission of all documents and providing information / Bids to [Insert Name], representing us in all matters before [Insert Name], and generally dealing with [Insert Name] in all matters in connection with our bid for the said Project.

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

For ___________________________

Accepted ………… …(signature)

(Name, Title and Address)
of the Attorney
Note:

(1) To be executed by all the Members in case of a Consortium.

(2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
ANNEXURE 9

FORMS FOR TECHNICAL and FINANCIAL REQUIREMENT

To be filled by Bidding Company/ Each Member in a Consortium

9A. FORMATS FOR FINANCIAL REQUIREMENT

FORMAT FOR FINANCIAL REQUIREMENT - INTERNAL RESOURCE GENERATION

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

To,

[Insert name and address of Procurer/ Authorised Representative]

Dear Sir,

Sub: Response to Rfq for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the ________[insert name of the Bidding Company/ Member in a Bidding Consortium] had Internal Resource Generation equal to at least Rs. [Insert amount as per clauses 1 A. (b) ] Crore or equivalent US$ computed as five times the maximum internal resource generated based on audited annual accounts during any of the last three financial years. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 1A.(b) of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

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

<table>
<thead>
<tr>
<th>Name of Company/ Firm</th>
<th>Relationship with Bidding Company*</th>
<th>Internal Resource Generation (Rs. Crore)</th>
<th>Five times the Internal Resource Generation (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/ Firm-1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Assam Power Project Development Company Limited
Assam Power Project Development Company Limited

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<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Relationship with Member</th>
<th>Internal Resource Generation (Rs. Crore)</th>
<th>Five times the Internal Resource Generation (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/Firm</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
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</tbody>
</table>

Total

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirement and form 9D has to be filled for each of such companies.

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

Internal Resource Generation Requirement to be met by [insert name of the Member] to the Equity Commitment: Rs.______ Crore (Equity Commitment (%)) * Rs. [Insert amount as per clause 1A.(b)]

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

Name of Member:-[Insert Name of Member]

Signature of Chief Executive Officer/Managing Director

Signature and Stamp of Statutory Auditor

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

Date;

Note

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium

2. Along with the above format, in a separate sheet, details of computation of Internal Resource Generation duly certified by Statutory Auditor.
Annexure 9A2

FORMAT FOR FINANCIAL REQUIREMENT - NET WORTH
[on the letter head of Bidding Company/ Each Member in a Bidding Consortium]

To,

[Insert name and address of Procuer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the Bidding Company/ Member in a Bidding Consortium had a minimum Networth of Rs.-------- [Insert amount as per clause 1A.(b)) Crore or equivalent US$ based on audited annual accounts of any of the last three (3) financial years. This Networth has been calculated in accordance with instructions provided in clause 1A.(b) of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

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

<table>
<thead>
<tr>
<th>Name of Company/ Firm</th>
<th>Relationship with Bidding Company*</th>
<th>Networth (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/ Firm</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements and form 9D has to be filled for each of such companies.
Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

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

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

<table>
<thead>
<tr>
<th>Name of Company/ Firm</th>
<th>Relationship with Member* Parent/ Affiliate</th>
<th>Networth (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/ Firm</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements and form 9D has to be filled for each of such companies.

Signature of
Chief Executive Officer/ Managing Director

Signature and Stamp of
Statutory Auditor

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

Date;

Note

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium.

2. Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor.
FORMAT FOR FINANCIAL REQUIREMENT - ANNUAL TURNOVER
[on the letter head of Bidding Company/ Each Member in a Bidding Consortium]

To,

[Insert name and address of Procuer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the Bidding Company/ Member in a Bidding Consortium had a Annual Turnover of Rs.------- [Insert amount as per clause 1A.(b)] Crore or equivalent US$ based on one of the last three years audited annual accounts. This Turnover has been calculated in accordance with instructions provided in clause 1A.(b) of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

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

<table>
<thead>
<tr>
<th>Name of Company/ Firm</th>
<th>Relationship with Bidding Company*</th>
<th>Annual Turnover (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/ Firm</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements and form 9D has to be filled for each of such companies.
Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert Name of Member]

Turnover Requirement to be met by Member to the Equity Commitment: Rs. ----------- Crore (Equity Commitment (%) * Rs. [Insert amount as per clause 1.A.(b)].
For the above calculations, we have considered Turnover by Member in a Bidding Consortium and/ or Parent/ Affiliate for financial year ______ as per following details:

<table>
<thead>
<tr>
<th>Name of Company/ Firm</th>
<th>Relationship with Member*</th>
<th>Annual Turnover (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1/ Firm</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
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</tr>
</tbody>
</table>

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/ Affiliate has been used for meeting Qualification Requirements and form 9D has to be filled for each of such companies.

Signature of
Chief Executive Officer/ Managing Director

Signature and Stamp of
Statutory Auditor

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

Date;

Note:
1. The above response sheet should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium
2. Along with the above format, in a separate sheet, provide details of computation of Turnover duly certified by Statutory Auditor.
ANNEXURE 9 B

FORMATS FOR FINANCIAL REQUIREMENT

Annexure 9B1

FORMAT FOR FINANCIAL REQUIREMENT - INTERNAL RESOURCE GENERATION

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

To,

[Insert name and address of Procuer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the Bidding Consortium had Internal Resource Generation equal to at least Rs.--------- [Insert amount as per clause 1.A.(b)] Crore or equivalent US$ computed as five times the maximum internal resource generated during any of the last three years audited annual accounts. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 1.A.(b) (i) of the RfQ

<table>
<thead>
<tr>
<th>Name of Member Company/ Firm in a Bidding Consortium</th>
<th>Equity Commitment (%)</th>
<th>Internal Resource Generation Requirement to be met by Members to the Equity Commitment (Rs. Crore)</th>
<th>Internal Resource Generation of Members (Rs. Crore)* (for official use)</th>
<th>Internal Resource Generation eligible to be counted (lower of (3) and (4)) (for official use)</th>
<th>Internal Resource Generation of Consortium for Financial Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>[Not to be filled]</td>
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<tr>
<td>Total Internal Resource Generation of Consortium for Financial Qualification</td>
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<tr>
<td>Requirement</td>
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</tbody>
</table>

*These figures should be based on the figures in Annexure 9A 1*

**Signature of**

**Chief Executive Officer/ Managing Director**

(Please also affix common seal of Lead Member)

Date;

Note:

**Signature and Stamp of**

**Statutory Auditor**

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director and Statutory Auditor of the Lead Member.
**Annexure 9B2**

**FORMAT FOR FINANCIAL REQUIREMENT - NET WORTH**

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

To,

[Insert name and address of Procurer/ Authorised Representative]

Dear Sir,

**Sub:** Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the Bidding Consortium had a minimum Networth of Rs. [Insert amount as per clause 1A.(b)] Crore or equivalent US$ based on any one of the last three years audited annual accounts. This Networth has been calculated in accordance with instructions provided in clause 1A.(b) (ii) of the RfQ.

<table>
<thead>
<tr>
<th>Name of Member in a Bidding Consortium</th>
<th>Equity Commitment (%)</th>
<th>Networth Requirement to be met by Members to the Equity Commitment (Rs. Crore)</th>
<th>Networth of Members* (For official use)</th>
<th>Networth eligible to be counted (lower of (3) and (4)) (For official use)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
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</tbody>
</table>

Total Networth of Consortium for Financial Qualification Requirement

[Not to be filled]

*These figures should be based on the figures in Annexure 9A2
Assam Power Project Development Company Limited

RfQ for long-term Power Procurement

Signature of
Chief Executive Officer/ Managing Director

Signature and Stamp of
Statutory Auditor

(Please also affix common seal of Lead Member)

Date;

Note:

4. The above response sheet should be signed and certified as true by the Chief Executive Officer/ Managing Director [being full time Director] and Statutory Auditor of the Lead Member.
FORMAT FOR FINANCIAL REQUIREMENT - ANNUAL TURNOVER
[on the letter head of Lead Member in a Bidding Consortium]

To,

[Insert name and address of Procurer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the Bidding Consortium had a Annual Turnover of Rs.------- [Insert amount as per clause 1A.(b)] Crore or equivalent US$ based on one of the last three years audited accounts. This Turnover has been calculated in accordance with instructions provided in clause 1A.(b) (iii) of the RfQ.

<table>
<thead>
<tr>
<th>Name of Member in a Bidding Consortium</th>
<th>Equity Commitment (%)</th>
<th>Turnover Requirement to be met by Members to the Equity Commitment (Rs. Crore)</th>
<th>Turnover of Members* (For official use)</th>
<th>Turnover eligible to be counted (lower of (3) and (4)) (For official use)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
<td></td>
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<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Turnover of Consortium for Financial Qualification Requirement</td>
<td></td>
<td></td>
<td></td>
<td>[Not to be filled]</td>
</tr>
</tbody>
</table>

*These figures should be based on the figures in Annexure 9A.3
Signature of Chief Executive Officer/Managing Director

Signature and Stamp of Statutory Auditor

(Please also affix common seal of Lead Member)

Date;

Note:

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full-time Director and Statutory Auditor of the Lead Member.
ANNEXURE 9C

FORMAT FOR TECHNICAL REQUIREMENT

(To be filled by Bidding Company/ Lead Member in a bidding Consortium)

9 C. FORMAT FOR TECHNICAL REQUIREMENT

Annexure 9C

FORMAT FOR TECHNICAL REQUIREMENT

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

To,

[Insert name and address of Procurer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the ________[insert name of the Bidding Company/ Member in a Bidding Consortium] has experience of developing projects in the last 10 years whose aggregate capital cost is not less than Rs....(insert amount as per clause 1.A) Crore. Out the projects, the capital cost of at least one project is equivalent or more than Rs. .... (insert amount as per clause 1A) crores This Technical Requirement has been calculated in accordance with instructions provided in clause 1A of the RfQ and on the basis of the following projects:

Assam Power Project Development Company Limited
The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirement and form 9D has to be filled for each of such companies.

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

Signature of
Chief Executive Officer/ Managing Director

Signature and Stamp of
Statutory Auditor

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

Date;

Note: The above response sheet should be signed and certified as true by the Chief Executive Officer / Managing Director being full time Director and Statutory Auditor of

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of Bidding Company/ Lead Members/ or their respective Parent/ Affiliate</th>
<th>Relationship with Bidding Company* Parent/ Affiliate</th>
<th>Project Name</th>
<th>% of the Equity held from the time of Financial Closure to the commissioning/ completion of the Project by the company mentioned in column 2</th>
<th>Nature of Project</th>
<th>Project Cost (Rs. Cr)</th>
<th>Date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
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</tbody>
</table>
the lead Member.

In light of the provisions of selections 2(24) and 269 of the Companies Act, 1956, certification by a Manager of the Company will also be permissible subject to the following two conditions:
(a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
(b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO.
ANNEXURE 9D

FORMATS FOR FINANCIAL AND TECHNICAL REQUIREMENT

To be filled by Parents/ Affiliate of the Bidding Company/ Each Member of the Consortium

9 D. FORMAT FOR FINANCIAL AND TECHNICAL REQUIREMENT

FORMAT FOR FINANCIAL AND TECHNICAL REQUIREMENT

[on the letter head of Parent/ Affiliate whose financial and / or technical capability has been taken as per Clause 7.3.3]

To,

[Insert name and address of Procurer/ Authorised Representative]

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for [Insert Name of the Project]

We certify that the ________[insert name of the Company] is the Parent Affiliate of the [Bidding Company/ Member in a bidding Consortium] as per the provisions of the RfQ and that our Networth for the year..., internal Resource Generation for the year .... And Turnover for the year .... is as given below. The Said Internal Resource Generation, Networth, and Annual Turnover has been calculated in the accordance with instruction provided in clause 1A (b) of the RfQ.

Exhibit(i) : Financial Parameters (as applicable)

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Rs. Crores</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Resource Generation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Networth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Turnover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit(ii) : Technical Parameters (as applicable)
We certify that the ________[insert name of the Company] is the Parent Affiliate of the (Bidding Company/ Member in a bidding Consortium) as per the provisions of the RfQ and that we have the experience of developing projects in the last 10 years whose aggregates capital cost is Rs….. (insert amount) Crore. This Technical Requirement has been calculated as per the instructions provided in clause 1A (a) of the RfQ on the basis of the following projects:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of Project</th>
<th>% of the Equity held from the time of Financial Closure to the commissioning/completion of the Project by the company</th>
<th>Natur e of Project</th>
<th>Project Cost (Rs. Cr)</th>
<th>Date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(Signature of) Chief Executive Officer/ Managing Director
(Signature and Stamp of) Statutory Auditor

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

Date;
Note: The above response sheet should be signed and certified as true by the Chief Executive Officer / Managing Director being full time Director and Statutory Auditor of the lead Member.

In light of the provisions of selections 2(24) and 269 of the Companies Act, 1956, certification by a Manager of the Company will also be permissible subject to the following two conditions:

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

(b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO

(3) Along with the above format, in separate sheet, details of computation of Networth, Internal Resource Generation and Annual Turnover duly certified by Statutory Auditor.
ANNEXURE 10

FORMATS 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

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Company</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Signature and Stamp of  
Chief Executive Officer/ Managing Director  
Statutory Auditor

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

*In light of the provisions of selections 2(24) and 269 of the Companies Act, 1956, certification by a Manager of the Company will also be permissible subject to the following two conditions:
(a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
(b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO

ANNEXURE II

DRAFT FORMAT FOR DEVIATION

Format for mentioning the deviation from the RfQ Document

Schedule of deviations

DEVIATION SHEET FOR RfQ

If the proposal has got any deviation from the RfQ, the Bidder shall tabulate these deviations clause by clause in this schedule. Add more sheets, if required

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause No.</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

We hereby confirm that the above are the only deviations from Owners BID Documents in respect of RfQ and apart from these deviations, all other conditions are acceptable to us and are taken care of in the contract price

Signature of the Bidder:

Seal of company

Address of the Bidder
ANNEXURE 12

FORMATS FOR BOARD RESOLUTIONS
ANNEXURE 12
FORMATS FOR BOARD RESOLUTIONS

Format 1

Format of the Board Resolution for the Bidding Company and each member of the Consortium

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for investment of………. percent (………. %) of the total equity share capital requirements of the Seller representing the entire amount proposed to be invested by the Company for Dronpara small hydro power project, partly by acquisition of the project as per the terms of the RfP.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share obligatory on the part of the Company pursuant to the terms and conditions contained in the Joint Deed Agreement dated ______ executed by the Company as per the provisions of RfQ. **

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Selected Bidder, the following paras in the Board Resolution shall also be passed;]

RESOLVED THAT the Board hereby acknowledges the Board Resolution dated ______
passed by the [Name of the Affiliate(s)/Parent/Ultimate Parent] regarding the investment of... ...% of the total equity share capital requirements of the Seller, which is to be invested by the [Name of the Affiliate(s)/Parent/Ultimate Parent] for the [Insert name of the Project], partly by acquisition of the existing equity shares from [Insert Name of Share Seller] and partly by subscribing to the new equity shares, as per the terms of the RfP.

FURTHER RESOLVED THAT __________, be and is hereby authorised to enter into take all the steps required to be taken by the Company in this regard, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the related documents, certified copy of this Board Resolution or letter, undertakings etc, required to be submitted to Procurer/Authorised Representative (as applicable) as part of the RfP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-
1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be affixed.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit a certificate signed by a person authorized by law of the Bidder’s country certifying that the resolution has been provided in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

**Applicable only for Bidding Consortium. To be adopted by Lead Member**
Format 2

Format for the Board Resolution of Affiliate/s and Parent or Ultimate Parent

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for issuing an Undertaking to the Procurer/Authorised Representative (as applicable) named in the RfP, in the format specified in the RfP issued by Procurer/Authorised Representative (as applicable), draft of which is attached hereto and initialed by the Chairman whereby the Company undertakes to invest …….. % of the total equity share capital requirements of the Seller, as per the terms of the RfP, representing the entire amount proposed to be invested by [insert the name of the Bidder or member] for the said Project, in case of failure of [insert the name of the Bidder or member] to make such investment”.

FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution dated_______ passed by [Name of the Bidder/Member in a Consortium] regarding the reiteration of the terms and conditions of the Joint Deed Agreement dated _________ including in particular the obligations of [Name of the Selected Bidder] pertaining to joint and several liability to the extent of 100% equity contribution to the project, i.e., for both its own liability as well as the liability of all the other members of the consortium, viz., [Insert names of all the other Members in a Consortium for the Bid] and consent of the Board is hereby accorded for issuing an Undertaking to the Procurer/Authorised Representative (as applicable) named in the RfP, in the format specified in the RfP issued by Procurer/Authorised Representative (as applicable), draft of which is attached hereto and initialed by the Chairman whereby the Company undertakes to invest 100 % of the total equity share capital requirements of the Seller, as per the terms of the said Joint Deed Agreement.**

FURTHER RESOLVED THAT __________ be and is hereby authorised to enter into and take all the steps required to be taken by the Company in this regard, including in particular, signing the said Undertaking, issuing the same to the Procurer/Authorised Representative (as applicable) of all the related documents, certified copy of this Board
resolution or letter, undertakings etc, required to be submitted to Procurer/Authorised Representative (as applicable) as part of the RfP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-
1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be affixed.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit a certificate signed by a person authorized by law of the Bidder's country certifying that the resolution has been provided in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

**Applicable only for Consortium to be adopted only by the Affiliate/ Parent / Ultimate Parent of the Lead Member in a Bidding Consortium**