

**INVITATION FOR SUBMISSION
OF
REQUEST FOR QUALIFICATION
CUM
REQUEST FOR PROPOSAL**

For

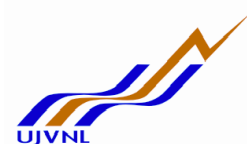
SETTING UP

**TAMAK LATA (250 MW)
HYDRO ELECTRIC PROJECT**

IN

JOINT VENTURE

WITH



UJVN LIMITED

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DISCLAIMER

This Request for Qualification cum Request for Proposal (RFQ cum RFP) document is issued by the UJVN Limited (UJVNL), a Government of Uttarakhand Enterprise, having its registered office at “Ujjwal”, Maharani Bagh, GMS Road, Dehradun - 248006.

The RFQ cum RFP document is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFQ cum RFP document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed joint venture, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFQ cum RFP document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither UJVNL nor any of its officers or employees nor any of their technical/financial advisers nor consultants nor the Government of Uttarakhand accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFQ cum RFP document or on which this RFQ cum RFP document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore, is hereby expressly disclaimed.

The information contained in this RFQ cum RFP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither UJVNL nor any of its officers, employees nor any of its technical/financial advisers nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFQ cum RFP document or to correct any inaccuracies therein, which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFQ cum RFP document and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regime, which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed

DEFINITIONS

1. **“Agreement”** means the Joint Venture Agreement (along with all Schedules, Attachments and Annexures), RFQ and RFP Document and any other Agreement which may be entered into between parties to after the Joint Venture Agreement which may or may not form a part of Joint Venture Agreement. However such Agreements entered in future shall be part of this project or as the case may be. Details of documents comprising in the Joint Venture Agreement as of date hereof, which may be amended or supplemented in accordance with the provisions hereof.
2. **“Applicable Laws”** means any law, legislation, statute, ordinance, rule, directive, notification, regulation etc enacted, issued, or promulgated by any Authority and any interpretation thereof by a competent court or tribunal as may be applicable to UJVNL or the Bidder, their respective obligations or this Agreement from time to time.
3. **“Authority”** means the Central Government, the concerned State or Local Governments and includes any Department, Agency, Board, Bureau, Authority, Regulator etc, constituted or established under a Central, State or Local Legislation, ordinance including rules and regulations made there under or by the Central, State or Local Government and court to exercise sovereign functions in relation to the Scope of Work as per the RFQ, RFP and the Joint Venture Agreement.
4. **“Authorized Representative(s) and Signatories”**: Each Bidder shall designate atleast one person (—Authorized Representative and Signatory) authorized to represent the Bidder in all matters pertaining to its bid. This designated person should hold the Power of Attorney duly authorizing him to perform all tasks including but not limited to signing and submission of proposal; to participate in all stages of the bidding process; to conduct correspondence for and on behalf of the Bidder, with whom all communications by UJVNL in respect of this project shall be deemed to be with the bidder itself and to execute the Joint Venture and Share Holders Agreement and any other documents required to give effect to the outcome of the Bidding process. The original Power of Attorney should be duly notarized in favour of the Authorized Representative and Signatory, which should be enclosed by the Bidder along with the covering letter.
5. **“Bidder”**: shall mean bidding company which is a single registered corporate entity or Bidding Consortium which is consortium of upto two corporate entities that has submitted the Bid in response to this Document.
6. **“Bidding Consortium”**: Bidding Consortium shall mean group of upto two corporate entities which have formed consortium for submission of the Bid in response to this Document.
7. **“Bid Security”**: shall mean the amount equivalent to ₹11,00, 00,000, (Indian Rupees Eleven Crores only) to be furnished by the Bidder towards bid security in the form of demand draft/ bank guarantee along with the bid.

8. **“Contract Execution Date”** means the date on which the Joint Venture Agreement is signed between UJVNL and the Successful Bidder within 45 days from the date of issuance of Letter of Award.
9. **“Document”**: Document refers to this RFQ cum RFP document, which comprises of definitions, rules of construction, description of the selection process, qualifying requirements and instruction to bidders, corrigenda and addenda, if any issued at a later date to enable the Bidders to prepare their proposal for qualification.
10. **“Financial Year”**: Financial Year shall mean the period of 12 months commencing from 1st April of a year and ending on 31st March of the immediately succeeding year.
11. **“Joint Venture Company”**: shall mean the company incorporated by UJVNL and the Successful Bidder immediately after signing of the Joint Venture Agreement for the purpose of setting up of Hydro Electric Power Plant.
12. **“Joint Venture Partner”**: shall mean the Bidder who is selected through the Bidding process, who would sign and execute the Joint Venture Agreement and/any Legal Agreements as prescribed by the law applicable from time to time, with UJVNL and would set up a power plant in Joint Venture with UJVNL. The Joint Venture Partner shall include its legal representatives, successors and permitted assigns
13. **“Lead Member of the Bidding Consortium”**: Lead Member in case of the Bidding Consortium shall mean the Member of the Consortium who is designated by the other Consortium Member to represent the Consortium in every transactions and decisions. The Lead Members shall necessarily have 60% holding in the Consortium for the entire period of the Joint Venture.
14. **“Member in Bidding Consortium”**: Individual Company in the Bidding Consortium is referred to as a Member in the Bidding Consortium.
15. **“Parent”**: shall mean a company which holds atleast 51% equity in its Subsidiary Company.
16. **“Performance Security”**: shall mean a sum equivalent to 5% of the total project cost, of Tamak Lata (250 MW) Hydro Electric Power Project i.e. ₹ 75,00,00,000 (Indian Rupees Seventy Five Crores Only) in the form of bank guarantee towards performance security to be furnished by the successful Bidder as per the terms and conditions given in Clause 1.12-(B) of this Document.
17. **“Qualifying Requirements”**: Qualifying requirements shall mean the requirements set forth in Section-III of this Document for the purpose of evaluation and selection of Joint Venture Partner.
18. **“Subsidiary”** – means a company of which atleast 51% equity is owned and held by another company; that company shall be referred to as the subsidiary.
19. **“Successful Bidder”** shall be qualified bidder who has quoted highest free equity over and above 5% threshold equity to UJVNL in the Joint Venture Company in the financial proposal.

INVITATION TO BID

UJVN Ltd. (UJVNL), a wholly owned company of the Government of Uttarakhand, with a rich experience of engineering, construction and operation of about 1306 MW of hydropower generating capacity, is one of the largest and efficient hydro power companies in the country, having operations that match the international standards, in size and quality.

UJVNL believes that joint venture in the areas related to the core business not only ensures growth and spurs the process of development but also adds to the robustness of the company. Therefore, UJVNL has identified Joint Ventures as strategic alliances to be the viable and desired option for its business development. To add to its resources and competencies, UJVNL offers opportunity of sharing hydropower project construction and operation & maintenance with other renowned and resourced companies through Joint Venture. To begin with, it has decided to execute Tamak Lata (250 MW) Hydro Electric Project through Joint Venture, in association with a Joint Venture Partner. As a result, UJVNL invite “Request for Qualification cum Request for Proposal (RFQ cum RFP)” from the parties interested in joining UJVNL in a Joint Venture Company that shall be formed for construction commencement of above projects. It may be noted that UJVNL has got the requisite approvals for entering into a Joint Venture partnership for these projects.

Tamak Lata H.E. Project is a run-of-river scheme on river Dhauri Ganga in district Chamoli. The DPR has been prepared and is presently under revision as per the directives of MoEF. Work of EIA & EMP studies is in progress. Revised TOR is to be issued by MOEF as per which revised EIA/EMP studies shall be conducted. Total power generation envisaged from the project is 1041.40 MU. Project cost including IDC is Rs 1053.00 crore at Nov 2007 PL. The project components are being revised as per the observations/suggestions of CWC in order to bring the cost to a reasonable value. (Salient Features and Executive Summary of project is enclosed as Annexure I)

As part of the RFQ cum RFP document, bidding Company/Consortium is required to submit its bid for acquisition equity in the proposed JVC for implementation of Tamak Lata (250 MW) Hydroelectric project.

The bid for participation equity should be submitted over and above the threshold equity of 5%. The bids received below the threshold equity will be rejected outright.

The bid should also be accompanied by a Bid Security of Rs. 11.00 Crores (Indian Rupees Eleven Crores) as per Clause 1.12.

Successful bidder would enter into Joint Venture Agreement & Share Holding Agreement within 45 days from date of opening of RFP bids for setting up a hydroelectric project in accordance with the terms and condition specified in the RFQ and RFP documents. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the bid and the Bid Security amount deposited by the bidder shall be forfeited.

The following selection procedure is being adopted for the projects and the bid process

RFQ cum RFP Document for setting up Tamak Lata (250 MW) Hydroelectric Project in Joint venture

will proceed as follows:

- (a) The first step would be to evaluate the Technical Capability of the bid submitted for projects by the Bidding Company/Consortium to ascertain their qualification. Those qualified on the same shall be asked to submit financial proposal later.
- (b) The second step would be to evaluate the Financial Proposal of the bids submitted in the Bidding Documents. These bids shall be evaluated to select the Preferred Bidder for Development of the specific project.

As part of RFQ cum RFP document, Bidders would be required to submit their general and particular experience (development, construction and operation of Hydro Power Project or projects involving construction of components of hydro power projects such as dam/barrage, tunnels, power house etc), technical capabilities and financial capacity to undertake hydroelectric projects in joint venture with UJVN Limited. Bidders would be pre-qualified based on financial capacity, technical capability and past experience in development of projects / power projects.

This RFQ cum RFP document for setting up hydroelectric project in joint venture association with UJVNL is priced at ₹ 1,00,000/- (Indian Rupees One Lac only, inclusive of Trade Tax) or US \$ 2,500/- only. Further, the response to this RFQ cum RFP document shall be accompanied with a non-refundable processing and evaluation fee of Rs. 4.00 Lacs (Indian Rs. Four Lacs only, inclusive of Trade Tax) or US\$ 10,000/-, in the form of a Demand Draft drawn in favour of "UJVN Limited" (SBI A/C No-30024638487) & payable at Dehradun.

RFQ cum RFP documents duly filled in with relevant documents should reach the following address, in sealed envelope, not later than **1500 hours on October 14, 2011**:

The Executive Director (Civil)
UJVN Ltd.,
"Ujjwal", Maharani Bagh, GMS Road,
Dehradun -248006.

Ph.: 0135 – 276 1944

Fax: 0135 – 276 2245

The Technical bids will be opened on **October 14th, 2011 at 15:30 Hours** at "Ujjwal" (office of UJVNL, Dehradun) in the presence of the Bidding Company/Consortium representatives, who wish to attend.

Nothing in this RFQ cum RFP document or in any communication issued by UJVNL or any of their respective advisors or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

UJVNL reserves the rights to accept/ reject any/all of the applications without assigning any reasons thereof.

Executive Director (Civil)
UJVN Ltd.

SECTION – I

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL (RFQ CUM RFP)

1.1 SCOPE

1.1.1 UJVNL invites Applications for pre-qualification from selected Bidders, who will subsequently, after qualification, be eligible to bid competitively for joining upto a stake of 74% in a JVC with UJVNL, for setting up a hydro electric project in accordance with the Terms and Conditions specified in this RFQ cum RFP document.

1.1.2 Response to this RFQ cum RFP document shall remain valid for a period of 6 (Six) months 180 days from the last date of submission of bid.

1.1.3 Joint Venture Company (JVC) will be responsible for:

- i) Undertaking detailed design, engineering, construction, commissioning and operation & maintenance of the specified hydroelectric projects (i.e. Tamak Lata-250 MW) that will be assigned to JVC upon its formation by UJVNL. All the necessary approval for commencement of construction of the project already obtained / being obtained by UJVNL will be also assigned to the JVC.
- ii) Arranging requisite finance for the successful and uninterrupted implementation of the project;
- iii) Obtaining subsequent clearances / licenses from the State Authorities, wherever as necessary under statutory provisions;
- iv) Operation and maintenance of the facility & ensuring good governance
- v) Carrying out due diligence with regard to compliance to responsibilities under various applicable Central / State / other laws, rules and ensure compliance with the same;
- vi) Enhancing social responsibilities & obligations, as a good corporate citizen.
- vii) Ensure continuing technology up-gradation of the project

1.1.5 Throughout this document, the terms Bid / Application, Bidder / Applicant and their equivalents should be treated as synonymous.

1.2 RFQ cum RFP document

1.2.1 The document comprises the following:-

- | | | |
|-----|---|--------------|
| (a) | Instructions for Submission of RFQ cum RFP document | - Section I |
| (b) | Guidelines on setting up Hydroelectric project | - Section II |

- in Joint Venture with UJVNL
- (c) Evaluation Criteria -Section III
 - (d) RFQ cum RFP document structure and contents- Guidelines - Section IV
 - (e) Formats for submission of Relevant Information:
A,-B, C, D, E, F, G, H, I, J, K , L , M, N, O,
P,Q,R,S,T

1.2.2 The Bidders, who have downloaded the document from our website www.ujvnl.com, must verify that they have received the complete set. UJVNL does not take responsibility for any shortfall in their receipt of the different parts of the document. The document signed on each page should be enclosed along with the application.

1.3 Eligible Bidders

1.3.1 The Applicant for RFQ cum RFP document may be a company/corporation, of Indian or foreign origin or a consortium of not more than two such entities, of recognition & repute. The Applicant should not be a Government of Uttarakhand agency. Applicants should comply with the following:

- i) The ownership structure of each member of the Applicant entity must be in accordance with the extant laws in respect of capital, equity participation in a joint venture, nationality and registration with the relevant agencies. In case of participation by foreign companies, their respective governments should accredit them, if required. The application should contain details of each member of the Consortium, as detailed in Section - IV.
- ii) In case of participation by foreign companies, they can submit their bid for the project if they qualify technically and financially in accordance with the criteria set forth in this document, subject to approvals from appropriate Authorities of State and Central Government of India. Any such foreign company, who is willing to bid for the project may submit its bid in consortium with a Indian Company or another Foreign company or individually”, as per the Circular 1 of 2011 Ministry of Commerce & Industry Department of Industrial Policy & Promotion, dated 31.03.2011.”
- iii) The number of members of a Consortium shall be limited to two only.
- iv) The Application for Qualification shall be considered only if the entity, who has been issued this document, is the lead member of the consortium.
- v) The Lead member of the consortium shall be the one who shall hold highest equity in the Consortium. The Lead member must have at least 60% equity holding, in the consortium.
- vi) The lead partner shall always have majority stake i.e. more than or equal to 60% in the consortium, and shall be obliged to maintain the same stake in

the consortium for all times, unless agreed to otherwise, in writing by UJVNL, upon suitable empowerment by UJVNL Board.

- vii) An individual Applicant or a member of a particular Consortium cannot be a member of any other applicant Consortium.
- viii) If it is found that an individual applicant or member of a particular consortium is member of another bidding consortium, then bids of both the applicants shall be rejected
- ix) Members of a Consortium shall enter into a legally valid and binding Consortium Agreement for the purpose of this Application, which shall be valid beyond the formation of Joint Venture Company by the successful bidder consortium with UJVN Limited in the format as prescribed in FORMAT-T.
- x) Applicants shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government or any Court or any of their agencies.

1.4 Address for Communication

All correspondence shall be addressed to:-

The Executive Director (Civil)
 UJVN Ltd.,
 "Ujjwal", Maharani Bagh,
 GMS Road,
 Dehradun - 248006.
 Ph. : 0135 - 2761944
 Fax : 0135 – 2762245

1.5 Cost of Bid Document (Non-refundable)

- 1.5.1 The RFQ cum RFP document is priced at Rs. 1,00,000/- (Indian Rupees One Lac Only) or US\$ 2,500/- only, non-refundable, which can be downloaded from dated 10.09.2011 to 12.10.2011 from the UJVNL's web site www.ujvnl.com and the cost of bid documents should be paid at the time of submission of bid through Demand Draft in favor of "UJVN Ltd." (SBI A/C No- 30024638487) Payable at Dehradun.
- 1.5.2 The Detailed Project report (DPR) of the projects can be procured/obtained from the address mentioned in clause 1.4 on payment of ` 1,00,000/- (Indian Rupees One Lac only), in the form of demand draft in favour of "UJVN Ltd." (SBI A/C No- 30024638487) Payable at Dehradun.

1.6 Bid Evaluation & Process Fee (Non-refundable)

- 1.6.1 Response to this RFQ cum RFP document must be accompanied with non-refundable evaluation & processing fee of Rs. 4,00,000/- (Indian Rupees Four Lacs Only) or US \$ 10,000/- only, which shall be remitted in the form of a Demand Draft drawn in favor of "UJVN Limited" (SBI A/C No- 30024638487) &

payable at Dehradun, together with the response to this RFQ cum RFP document.

1.7 Cost of Bidding

1.7.1 The Applicant shall bear all the costs associated with the preparation of the RFQ cum RFP document as well as the submission of RFP on his being qualified. UJVNL will not, in any case, be responsible or liable for any such costs or risks, now or later, regardless of the conduct or outcome of the qualification process.

1.8 Site Visit and Clarifications

1.8.1 Site visit will be organized on **19th to 22nd September, 2011** from the address of UJVNL as mentioned above.

1.8.2 A prospective Applicant, who has downloaded the RFQ cum RFP document, may seek clarification(s) addressed in writing to Executive Director (Civil), UJVNL at the address specified in Clause 1.4 above by **Sept 26th, 2011**, also the queries can be mailed at email address: ujvnjv@gmail.com. The reply to queries shall be uploaded on the website of UJVNL, the bidders may verify the same on UJVNL's website accordingly. UJVNL shall not be responsible for any kind of postal delays or non-delivery of documents sent to UJVNL by the bidders.

1.9 Pre-Bid Conference

1.9.1 The Pre-Bid conference would be held at **11:00 Hrs on Sept 29, 2011** at UJVNL's office at "Ujjwal", Maharani Bagh, GMS Road, Dehradun.

1.10 Amendment of RFQ cum RFP document

1.10.1 At any time prior to the deadline for submission of Application, UJVNL may, for any reason whether at its own volition or in response to clarifications requested by Applicants, modify the RFQ cum RFP document by issuance of an Addendum.

1.10.2 Any Addendum, thus issued, shall be uploaded on the website of UJVNL, concerned bidders may verify the same before submission of their bids. Any such addendum or corrigendum shall be integral part of the original RFQ cum RFP document, as if it was always there.

1.11 Validity of Bid

1.11.1 The bid shall be valid for **180 days from the last date of submission of bid**.

1.11.2 UJVNL may request that the bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its Bid Security for the period of extension, and in compliance with Clause 1.12 A in all respects.

1.12 A. Bid Security

- 1.12.1 The bidder shall furnish, as part of its bid, a Bid Security (refundable) of the amount of ₹11,00,00,000 (Indian Rupees Eleven Crores Only), The bid security of unsuccessful bidders shall be refunded after completion of the bidding process
- 1.12.2 The Bid Security shall, be in the form of Bank Guarantee from a Nationalized Bank in India. The format of the Bank Guarantee shall be in accordance with the sample form of Bid Security as per Format - Q. The Bid Security shall be valid upto **180 days, from the last date of submission of bid.**
- 1.12.3 Any bid not accompanied by the acceptable Bid Security shall be rejected as non-responsive.
- 1.12.4 The Bid Security shall be forfeited:
- (a) In the case of a successful bidder fails to enter into Joint Venture Agreement & Share Holding Agreement within the specified time frame i.e. 45 days from the date of issuance of Letter of Award LOA.

1.12. B. Performance Security:

- 1.12.5 The successful bidder shall furnish performance security equivalent to 5% of the Total Project Cost of Tamak Lata (250 MW) i.e. an amount of ₹ 75,00,00,000 (Indian Rupees Seventy Five Crores Only), at the time of signing of Joint Venture agreement. The performance security shall be valid for a period of 5 years from the date of submission.
- 1.12.6 The Performance Security shall be in the form of Bank Guarantee from a Nationalized Bank in India. The format of the Bank Guarantee shall be in accordance with the sample form of Performance Security as per Format-S.
- 1.12.7 Out of total performance security 50% shall be refunded to the bidder after successful completion of project..

1.13 Language

The Application and all related correspondence shall be in English language. Supporting documents and printed literature furnished by an Applicant may be in any other language provided that these are accompanied by certified translations into English. The interpretation shall be only on the English version of the documents submitted.

1.14 Terminology

The Applicants shall use clear terminology while submitting the proposals, with explanations wherever necessary, and shall provide definitions and elaborations of abbreviation that they may use.

1.15 Understanding the Terms & Conditions

The Bidders, in their own interest, are requested to study these terms and conditions in detail, which would be useful in preparation of the Application for Qualification.

1.16 Submission of Qualification Papers

1.16.1 The Application Form along with documents as mentioned in Section - IV indicates details to be furnished by an Applicant. In order to maintain uniformity and completeness, the Applicants shall ensure that the information is submitted in the prescribed formats along with the associated documents in accordance with instructions contained in Section - IV.

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

1.16.3 Applicants shall attach clearly marked and referenced continuation sheets in the event that the space provided in the format is insufficient.

1.16.4 The applicant's signatory shall be supported suitably by the Board(s) of single bidder company or by the Boards of the members of bidder consortium.

1.16.5 The Applicant shall note that:

- a) If the Applicant deliberately gives wrong information or makes any misrepresentation in its response to RFQ cum RFP document in order to create circumstances for the acceptance of its application, UJVNL reserves the right to reject such application and / or cancel the award, if made and if warranted, proceed legally to recover the damages & losses suffered by UJVNL.
- b) Responses submitted by the Applicant shall become the property of UJVNL and UJVNL shall have no obligation to return the same to the Applicant.

1.16.6 Specifically In case of submission of Application by a Consortium

- a) The application must mention the lead member and the lead member should designate one person to represent the consortium in its dealings with UJVNL. 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.
- b) Each member of the consortium shall be jointly and severally responsible for all obligations under this agreement / future agreements related to this JVC.

1.17 Procedure for Submission of Bids

- 1.17.1 The Applicant shall submit the Technical Proposal (Bidding Document) of the bid in a separate envelope Original and in duplicate. These shall be kept in separate envelopes and marked as Original and Copy. The Financial Proposal of the bid shall be submitted by technically qualified bidders at a date which would be informed to them later on.
- 1.17.2 In case of any discrepancy in the contents of “Original” and “Duplicate” documents the content of the “Original” set would be considered. 1.17.3
- 1.17.3 Technical Proposal” envelope shall contain the documents as mentioned in Section-IV. In order to maintain uniformity and completeness, the Applicants shall ensure that the information is submitted in the prescribed formats along with the associated Documents in accordance with instructions contained in Section-IV.
“Financial Proposal” shall be submitted in the prescribed format given at FORMAT- R. It should be unconditional and should clearly state the acceptance of terms and conditions given in this Document.
- 1.17.4 Applicants shall attach clearly marked and referenced continuation sheets in the event, the space provided in the format is insufficient.
- 1.17.5 The Application and its copy shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to in the Application shall be initialed by the person(s) signing the Application.
- 1.17.6 The Original and the Copy shall then be sealed in an outer envelope. The envelopes shall clearly bear the following, as applicable:
- “Technical Proposal” for JVC with UJVNL for Tamak Lata (250 MW) HEP
 - Address (as indicated in Clause 1.4.).
 - Applicant’s Name and Address.
- 1.17.7 If the envelope is not sealed and marked as instructed above, UJVNL assumes no responsibility for its misplacement or premature opening of the contents of the Bidding Document.
- 1.17.8 The Applicants may submit the bids by registered post / speed post / courier or in person at the address as specified in Clause 1.4. Bids submitted in other modes will not be accepted. UJVNL shall not be responsible for any kind of postal delays or non-delivery of documents sent either by the Bidders or by UJVNL.
- 1.17.9 The last date for receipt of Application is **Oct 14, 2011 upto 1500 hours.**
- 1.17.10 The bids shall be opened at UJVNL’s office at “Ujjwal”, Maharani Bagh, GMS Road, Dehradun, in the presence of the representatives of bidders (whosoever choose to attend) at **15:30 Hrs on Oct 14, 2011.**

1.18 Extension of Application Due Date

- 1.18.1 UJVNL may, at its sole discretion, extend the Application Due Date by issuing an Addendum, uniformly to all Applicants. It may be noted that traditionally, UJVNL has not been extending the schedule for bid processes and therefore, bidders are advised not to anticipate extension save & except extraordinary circumstances recognized by UJVNL.

1.19 Late / Delayed Application

The bids received after the deadline prescribed for submission of bids in Clause 1.17.7 will be rejected.

1.20 Amendment of Bid

The Applicant shall be allowed to amend/modify the bidding documents submitted on or before the last date for the submission of the Bidding Documents. All such amendments/modifications would be required to be submitted in duplicate (Original and Copy) in separate envelopes clearly marking the outer cover of the envelope with the inscription "Amendment/Modification to the Original Bid dated-Technical Proposal/or Financial Proposal" (as the case may be). For the sake of clarity it is clarified that no request for amendment/modification shall be entertained by UJVNL after the last date fixed for the submission of the Bidding Documents.

1.21 Process to be Confidential

Except the public opening of bids, where only the names of the Applicants and members of the Consortium will be announced, all other information relating to the bid evaluation process shall be confidential. Any effort by the Bidder to influence the concerned officials in the process of bid evaluation shall result in the rejection of its bid.

1.22 Examination of Bids and Determination of Responsiveness

- 1.22.1 Prior to the detailed evaluation of bids, UJVNL will determine whether each bid are responsive as per Clause 3.2.1.1

1.22.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding document, without material deviation or reservation. A material deviation or reservation is one which (i) affects, in any substantial way, the scope of the qualification criteria; (ii) contains details which are inconsistent with the requirements of the bidding document; or (iii) the rectification of which would affect unfairly the position of other Bidders presenting substantially responsive bids.

1.22.3 If a Bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.23 Evaluation of Technical and Financial Proposals

1.23.1 The valid bids opened on the due date shall be evaluated in accordance with the following criteria, further elaborated upon in Section - III of this document.

(i) **Responsiveness** as per Clause 1.3.2.1.1

(ii) **Financial Strength**

This will be based on assessment of the Bidder regarding their ability to raise requisite & proportionate equity and debt for the Project and their experience in arranging equity/loans either internally or from capital markets and the financial institutions / banks. Details as mentioned in Section III will be evaluated to ascertain financial strength of the Bidder. Bidders, who fulfill the minimum financial requirement as mentioned in Section III only, will be evaluated for Technical / Project Development Strength.

(iii) **Technical / Project Development Strength**

This will be judged on the basis of technological prowess and experience of the Bidder in development, construction and operation of Hydro Power Project or projects involving construction of components of hydro power projects such as dam/barrage, tunnels, power house etc either as Developer, Contractor, Design / Consultancy, in line with the parameters specified in Section III.

1.24 Successful Qualified Applicants

1.24.1 The successful Qualified Applicants would be:

-
- i. would be advised of their qualification pursuant to evaluation of their Technical Proposal;
- ii. Invited to submit their Financial Proposal for formation of Joint venture Company with UJVNL for Tamak Lata (250 MW) HEP.

1.24.2 The Public / Private Company shall be selected through open bidding process and the bidding / allocation could be based on the following criterion. The modalities of offering equity, payment of equity face value etc. as detailed in this document,

- The equity to be offered by UJVNL including free equity shall be fixed at 26% of the total equity. The expenditure incurred by UJVNL till incorporation of JV along with interest shall form part of equity of UJVNL in the JV.
- UJVNL shall invest cost equivalent to their equity from third year, commencing from the date exactly falling after the second anniversary of date on which construction of project is commenced.
- Free equity offered by the JV partner to UJVNL shall be the basis of selecting the JV partner.

Thus, the total equity of UJVNL including free equity offered by JV partner is fixed as 26%. That is to say that if X is the free equity offered by the JV partner then:

(a) if the free equity offered by JV partner is < 26% then the equity funding of UJVNL including expenditure by UJVNL till incorporation of JV will be (26-X)% so as to make total equity of UJVNL is 26%.

(b) if the free equity offered by JV partner is > 26% then the equity above 26 % i.e. (X-26)% plus expenditure by UJVNL till incorporation of JV shall be the equity share of GoU.

Apart from above criteria, following conditions will also be included in the MoU to be signed with successful JV partner:

- 12% of the energy to be given free to the state. In addition 1% of power to be provided by JV free of cost towards Local Area Development Fund.
- Of the balance 87% of energy, the dividends on revenues, earnings generated through sale of power will be shared by UJVNL & JV partner as per their equity contribution.
- In terms of Hydro Policy, 2008 of Govt. of India, JV partner shall be free to do merchant sale of 40% of his share of power and Government of Uttarakhand or its designated agency shall have first right for purchase of balance power.
- Delays of every six months in the commissioning date would result in reduction of merchant sales by 5%, in terms of Hydro Policy, 2008 of Govt. of India.

1.25 Change in Composition of the Consortium

1.25.1 No change in the composition of the (as per clause 1.3.1 - iv) Consortium shall be permitted after submission of RFQ cum RFP document. The lead member of the consortium shall maintain atleast 60% of holding the consortium for the entire period of Joint Venture.

1.26 Disqualification of Bids

Bids can be disqualified and excluded from the selection process and dropped from further consideration, for the following reasons over and above as stated in Clause 3.2.1.1

1.26.1 There are material inconsistencies in the information submitted by the Bidder.

1.26.2 Bidder willfully provides misrepresentations in the completed formats and supporting documentation.

1.26.3 Change in the composition of Consortium (vide Clause no 1.26.1) or withdrawal is not allowed by a member(s) of the Consortium, after submission of bid and before opening of bid, or before issuance of LoA.

1.27 TIME SCHEDULE

1.27.1 Schedule of the Bidding Process

UJVNL would endeavor to adhere to the following time schedule:

| S.No. | Description of Activity | Date |
|-------|--|-----------------------------|
| 1 | Downloading of RFQ cum RFP Documents | 10.09.2011 to 12.10.2011 |
| 2 | Site Visit | 19.09.2011-22.09 2011 |
| 3 | Date of uploading of Draft Joint Venture Agreement and Share Holders Agreement | 23.09.2011 |
| 4 | Last date of receiving queries | 26.09.2011 |
| 5 | Pre Bid Conference | 29.09.2011 |
| 6 | Last Date of Submission of Technical Proposal | 14.10.2011 up to 15:00 Hrs |
| 7 | Date of Opening of Technical Proposal | 14.10.2011 at 15:30 Hrs |
| 8 | Submission of Financial Proposal and Opening | Shall be intimated later on |

Section II**Guidelines for setting up Hydroelectric project****In****Joint Venture association with UJVN Ltd**

1. Minimum equity of UJVNL will be 26% which can be increased suitably as & when decided by UJVNL / GoU.
2. Power will be available to UJVNL on the basis of the equity share & Uttarakhand Govt will have first right of purchase for the balance power.
3. Total Project Cost
 - (a) Tamak Lata = Rs. 1053 Crores (approximately.),
subject to confirmation in
the finally approved DPR
4. Face Value of the equity share = Rs. 10/- each.
5. Total no of Equity shares = Total Project cost / Face Value of the
Equity share
6. Debt: Equity ratio for funding the project = 70:30

SECTION- III**EVALUATION CRITERIA**

This section describes the Qualifying and Evaluation Criteria and the rationale in considering the factors outlined for comparing and evaluating the Applicant's Application. The required information must be provided by all the Applicants in the format to be specified in the RFQ cum RFP document to ensure a uniform and impartial evaluation and ranking of each Application.

3.1 Application Evaluation

3.1.1 UJVNL reserves the right to reject any Application in case it is –

- a) not received on or before the date and time specified.
- b) not in the formats as specified in RFQ cum RFP document and does not have supporting documents.
- c) not accompanied by Power of Attorney and suitable Resolutions of the Board(s)
- d) Found at any time, that a material misrepresentation is made or uncovered,
or
- a) the Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

3.1.2 Notwithstanding the above, UJVNL reserves the right to accept or reject any Application and to annul the qualifying process and reject all Applications, at any time prior to the short-listing of Application without incurring any liability to the rejected Applicants or any obligation to inform the affected Applicants of the grounds for rejection.

3.2 Evaluation Criteria

The evaluation of Bids shall be done in the following manner:

- Stage-I : Qualification stage (RFQ)
- Stage-II : Financial Proposal stage (RFP)

3.2.1 The Bid evaluation process for Qualification stage (RFQ) comprises of the following two steps:

- Step I – Responsiveness check
- Step II - Bidder evaluation

3.2.1.1 Step I – Responsiveness Check

The Bids submitted by the Bidder shall be initially scrutinized to establish “Responsiveness”. The following conditions shall cause the Bid to be “Non-responsive”:

- Responses not received on or before the due date
- Bid does not meet eligibility criteria as per clause 1.3.1
- Bid not signed by authorized signatory and/or sealed in the manner and to the extent indicated in this Invitation for Bids
- Bid not accompanied with cost of RFQ cum RFP document of Rs. 1 Lac
- Bid not accompanied with evaluation & processing fee of Rs. 4 Lacs
- Bid not accompanied with the required documents
- Bids not substantially responsive to the requirements of bidding documents viz. sufficient information not submitted for the Bid to be evaluated and/or information not submitted in specified formats.
- Bid not including the covering letter as per format.
- Bid not including the Bid Security as per clause 1.3.1
- Bid submitted by a Bidding Consortium not including the Consortium Agreement
- Bid submitted by the Bidding Company not including the Board Resolution
- A company shall submit only one Bid in the same Bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium. 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.

3.2.1.2 Step II- Bid evaluation

3.2.1.2.1 Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed. This step would involve technical and financial evaluation of the Bidding Company or Bidding Consortium.

3.2.1.2.2 The Bidding Company or Bidding Consortium must fulfill the minimum financial requirements.

3.2.1.2.3 If a Bid is submitted by Bidding Company, technical and financial requirements of that Bidding Company only, shall be considered. If the Bid is submitted by a Bidding Consortium, then

- i. The financial requirement of each Member in the Bidding Consortium shall be evaluated in the ratio of the investment commitment by each of them in the consortium;
- ii The technical requirement should be met, mainly by the lead member of the consortium.

3.2.1.2.4 If a Bidding entity or the lead Member in Bidding Consortium wishes to take benefit of the technical and financial capability of parent company or an associate company in the established group that the bidding entity already belong to as of August 30, 2011, the bidder shall have to submit legally binding undertaking supported by a Board resolution from the parent / associate company that all financial obligations of the bidding company shall be deemed to be financial obligations of parent company / associate company and in the event of any default, the same shall be

met by the parent company / associate company. In such a case, 100% of the technical and financial capability of the parent / associate company shall be considered for the purpose of bid evaluation.

- 3.2.1.2.5 Any company will be required to have at least 26% equity in the Bidding Company or the member in bidding consortium to be considered as its Parent company or Associate Company

3.2.2 Factors for Evaluation

3.3.1 UJVNL seeks to shortlist reliable, competent and capable Applicants for the RFP stage. In order to achieve this objective, careful consideration will be given to aspects such as the Applicant's Financial Capability, Competence, Reputation, Strengths, Spread and experience in Project Development.

3.3.2 The Applicant's competence and capability shall be established by various aspects. These aspects have been grouped into two categories.

- I. **Financial Capability** – Bidder must fulfill the minimum financial requirement, in order to be evaluated for Technical Strength / Project Development Experience.
- II. **Technical Strength / Project Development Experience** - Bidder must fulfill the minimum Technical Strength / Project Development Experience, in order to qualify for submitting Financial Proposal.

3.2.3 Minimum Qualifying Criteria

3.2.3.1 Financial Capability & Stability

3.2.3.1.1 The Bidder must fulfill following minimum financial requirement. It may be noted that bids of only those Bidders, who fulfill the following minimum financial requirement, shall be evaluated to ascertain Technical Strength / Project Development Experience.

- i. **Profit After Tax:** Equal to at least Rs.70 Crores per year or equivalent US\$ computed as average of profit after tax during last three financial years of which audited accounts are available.
- ii. **Net Worth:** Rs.350 Crore or equivalent US\$ in any of the last 3 financial years of which audited accounts are available. In addition, the net worth should not be less than Rs.700 Crore as per the audited / un-audited balance sheet for the latest financial year.
- iii. **Annual Turnover:** Rs.700 Crore or equivalent US\$. The above computation shall be derived from any of the last 3 financial years of which audited accounts are available.

3.2.3.1.2 Above financial requirements shall be defined and computed in following manner by the Bidder:

- **Networth**

| | |
|-----------|---|
| = | Equity Share Capital |
| Add: | Reserves |
| Subtract: | Revaluation Reserves |
| Subtract: | Intangible Assets |
| Subtract | Miscellaneous Expenditure to the extent not written off and carry forward Losses. |

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

(Note: 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 stated in the RFQ cum RFP document.)

3.2.4 Technical Strength / Project Development Experience

The bids for Technical Strength / Project Development Experience will be evaluated only if the financial parameters as specified under Clause no. 3.2.3.1 are fulfilled. The Bidder must fulfill following minimum Technical Strength / Project Development Experience:

Experience in developing projects (not necessarily in power sector) in the last 10 years, whose aggregate value must not be less than Rs. 2000 crores, out of which experience in developing Hydro Power Project or projects involving construction of components of hydro power projects such as dam/barrage, tunnels, power house etc. (Either as Developer, Contractor, Design / Consultancy) must not be less than Rs. 1000 Crores. Out of these works the value of at least one work should be equivalent or more than Rs. 500 Crores and one hydro power or similar work as above of value not less than Rs. 200 crores.

The bidders should also submit the following details:

1. Past experience as regard to Joint-Venture with Public sector / Pvt. co.
2. JV project implementation and equity mobilization plan and proposal
3. Technological prowess and quality of manpower

(*) For this purpose, capital expenditure incurred on such projects at least 7 (seven) days before the RFQ cum RFP document submission date shall be considered. The bidders should also specify year when such works were executed including the monetary value and while moderating the value an escalation factor of 5% per year shall be applied to arrive at the intrinsic present value of work or the purpose of determining minimum, cut of value.

3.2.5 Evaluation Financial Proposal

Bidders fulfilling the minimum financial and Technical Strength / Project Development Experience requirement shall be called later to submit their financial proposal.

Financial Proposal shall be evaluated on the basis of the proposal submitted by the technically qualified bidders as per Format-R. The Bids received below the **threshold equity of 5%** will be rejected outright. The applicant making best bid (highest free equity offered above threshold equity) will be awarded the project.

If there is more than one identical Bid which emerges as the best Bid, a gradation list based on the Technical Strength / Project Development Experience as detailed in clause 3.2.4 shall be the basis of allotment.

3.3 FORMATION OF THE JVC

3.3.1 Notification of Successful Bidder

Prior to the expiration of period of bid validity, the successful bidder will be notified by fax, confirmed by registered letter, that its bid has been accepted.

3.3.2 Successful Bidder

The Successful bidder

- Has to enter into Joint Venture Agreement & Share Holding Agreement within 45 days from date of opening of RFP bids.
- Will be entered into Joint Venture Agreement with UJVNL
- Has to enter into share holding Agreement in a JVC with UJVNL

3.3.3 Signing of Joint Venture Agreement

The successful bidder shall enter into a Joint Venture Agreement with the UJVNL within stipulated time frame.

3.3.4 Failure to comply with formalities

Failure of the successful bidder to comply with the requirements as mentioned in Clause 3.3.3 shall constitute sufficient grounds for the annulment of the bid.

3.3.5 Shareholders Agreement

Successful Bidder shall enter into a share holding Agreement for joining in a JVC with UJVNL for setting up hydroelectric projects in accordance with the terms and condition specified in the RFQ and RFP documents.

EVALUATION SHEET FOR RESPONSIVENESS

| S.No | Particulars | Response | | |
|--|---|----------|----|--------------------------|
| | | Yes | No | Responsiveness √ or X |
| I. Ownership Structure Criteria | | | | |
| 1. | Has the bid been submitted by an Applicant, is downloaded from website of UJVNL? | | | |
| 2. | Is the number of Consortium members more than two? | | | |
| 3. | Are all members of the Consortium registered and identified by a legal name? | | | |
| 4. | If any of the members of the Consortium is a foreign company, have they submitted authorisation by their government? a) Is it required? b) If `Yes', have they submitted authorisation? | | | |

| II Documents | | | | |
|-------------------------|---|--|--|--|
| 5. | <p>Have the following acceptable documents been submitted?</p> <ul style="list-style-type: none"> a) RFQ cum RFP document b) Payment towards cost of RFQ cum RFP document c) Payment towards evaluation & processing fee of RFQ cum RFP document d) Application Letter e) Participation Letter f) Registration letter of the company g) Memorandum & Articles of Association h) Consortium Agreement/ Board Resolution of the Bidding Companies in consortium i) Power of Attorney in favour of signatory of lead member j) Power of Attorney in favour of lead member from others k) Unabridged Balance Sheets l) Auditor's Report m) Annual Report n) Company Profile o) Declaration by Bidder / Consortium member regarding any disqualification if any p) Project Implementation and Equity Mobilisation Plan | | | |
| III Bid document | | | | |
| 6. | Have the details in Formats been furnished? | | | |
| 7. | Have the documents been signed by authorized signatory? | | | |

Section IV

RFQ CUM RFP DOCUMENT STRUCTURE AND CONTENT

GUIDELINES

1. This document contains the pro-forma for Letter of Application and the formats. The Applicants should note that details sought in the formats are furnished in the same pro-forma (see para 1.13.1 of Instructions to Bidders) for uniformity.
2. The Applicant shall sign each page of the formats.
3. The Applicants may please note that each member of the consortium has also to furnish details separately for FORMAT A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T, besides Memorandum and Articles of Association, Copy of Registration Certificate, Unabridged Balance Sheets for 3 years, Auditor's Report, Annual Report, Experience certificates from the respective clients, Declaration regarding any disqualification, if any and Power of Attorney to lead company from other member of Consortium in addition to the combined information given by lead member in the main application. The documents shall be signed by the relevant members and also by the lead member submitting the application.
4. The checklist of documents to be furnished is as under:

| S. No. | DESCRIPTION | FORMAT |
|-----------------|--|----------|
| Volume I | | |
| 1 | Application Letter | Format A |
| 2 | Letter of participation from each member | Format B |
| 3 | Bidder's organization | Format C |
| 4 | Submission of Documents | Format D |
| 5 | Summary of Completed Projects | Format E |
| 6 | Technical Strength Data Sheet for Works in hand | Format F |
| 7 | Technical Strength Data Sheet for each Completed Projects | Format G |
| 8 | Summary of Project Development Experience | Format H |
| 9 | Project Development Experience Data Sheets | Format I |
| 10 | Financial Statements | Format J |
| 11 | Bankers Information | Format K |
| 12 | Financial Strength Questionnaire | Format L |
| 13 | Company Profile. | Format M |
| 14 | Power of Attorney to authorized signatory of Lead Member Company | Format N |
| 15 | Power of Attorney to lead company from other member of JV/consortium | Format O |
| 16 | Project Implementation and Equity Mobilisation Plan | Format P |
| 17 | Bank Gaurantee as Bid Security | Format Q |
| 18 | Financial Bid | Format R |
| 19 | Performance Bank Guarantee | Format S |
| 20 | Consortium Agreement | Format T |

| Volume II | | |
|------------------|---|---|
| 1 | Payment towards cost of RFQ cum RFP document | - |
| 2 | Payment towards cost of processing & evaluation fee of RFQ cum RFP document | |
| 3 | Memorandum and Articles of Association | - |
| 4 | Copy of Registration Certificate | - |
| 5 | Authorisation from respective foreign Governments, if required. | - |
| 6 | Consortium Agreement within the members of consortium & Board Resolution of the Bidding Companies of consortium | - |
| 7 | Unabridged Balance Sheets for 3 years | - |
| 8 | Auditor's Report | |
| 9 | Annual Report | |
| 10 | Experience certificates for each work from the Respective clients | - |
| 11 | Declaration by Bidder / Consortium member regarding any disqualification if any | - |
| 12 | Bid security as Bank Guarantee from a Nationalised Bank in India | - |

FORMAT A

**PROFORMA LETTER OF APPLICATION
(On Lead Company's Letter Head)**

To

The Executive Director (Civil)
UJVN Ltd.,
"Ujjwal", Maharani Bagh,
GMS Road,
Dehradun - 248006.

(Applicant to provide date and reference)

Re: Application for Request for Qualification for setting up Tamak Lata (250 MW) Hydroelectric Project in Joint Venture with UJVN Ltd..

Dear Sir,

We hereby submit an application for qualification for entering into a Joint Venture partnership with UJVNL for setting up Tamak Lata (250 MW) Hydroelectric Project. We are enclosing one original and one copy of the required documents.

(In the case of a consortium add the following paragraph)

This application is submitted on behalf of a consortium comprising,, (Applicant to state the name of each member),.....and of which(insert name of leading member of consortium)has agreed to act as lead member. Each member has prepared a statement of participation in relation to this application and these are enclosed.

Yours faithfully,

..... (Signature)

Name of signatory:

Designation of authorised signatory:

Name and address of applicant (or of lead member if Applicant is a group)

FORMAT B

**PROFORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A GROUP
(On each Company's Letter Head)**

To

The Executive Director (Civil)
UJVN Ltd.,
"Ujjwal", Maharani Bagh,
GMS Road,
Dehradun - 248006.

(Applicant to provide date and reference)

Re: Application for Request for Qualification for setting up Tamak Lata (250 MW) Hydroelectric Project in Joint Venture with UJVN Ltd.

We wish to confirm that our company has formed/intends to form (delete as appropriate) a group with (insert names of all other members of the group)..... for joint venture of Tamak Lata (250 MW) Hydroelectric Project with UJVNL.

(Members who are not the lead member of the group should add the following paragraph).

The group is led by (insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for qualification. In the event of our group being qualified and invited to bid for....., we agree to be jointly with(names of leading member of the group)..... and severally liable to UJVNL, its successors and assigns, for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between UJVNL and our group.

(member being the lead member of the group should add the following paragraph)

In this group we act as lead member and, for the purposes of applying for qualification, represent the group.

In the event of our group being qualified and invited to bid for....., we agree to be jointly with(names of other members of the group)..... and severally liable to UJVNL, its successors and assigns, for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between UJVNL and our group.

Yours faithfully,

(Signature)
(Designation of authorised Signatory).....
(Capacity of Signatory).....

FORMAT C**BIDDERS ORGANISATION**

1. **Structure of Bidder's Organisation:** Individual company or *Joint Venture/ consortium / others (please specify)
(*Delete if not applicable) enclose copies of company profile as per format I-D

2. **Legal Status of each Member****

| S.N. | Names of Members (lead member first) | Legal Status | Registered Address | Principal Place of Business | Country of Incorporation or Domicile |
|------|---|-----------------|-----------------------|-----------------------------------|--|
| 1. | | | | | |
| 2. | | | | | |

** Memorandum & Articles of Association and copy of registration certificate of each member to be enclosed.

3. **Contact Person: (from lead member).**

Name :

Title :

Address :

Telephone :

Fax:

E-mail:

4. **Foreign Applicants**

- Have you enclosed authorisation from your Government, if necessary?

| | |
|---|---|
| Y | N |
|---|---|

If answer is 'No' state reasons:

.....

- In case of lead partner, have you associated with an Indian partner?

5. **Bidders Team and Responsibility.**

Coverage of equity participation by each constituent member of consortium:
Furnish details in the pro-forma given below:

JV/CONSORTIUM PARTICULARS

| S.N. | Name and Address (Company) | Equity | Scope, Role & Responsibility |
|-------------------------|----------------------------|--------|------------------------------|
| A. JV/CONSORTIUM | | | |
| 1. | Lead Partner | % | |
| 2. | Member | % | |

FORMAT D

SUBMISSION OF DOCUMENTS

Details of Document Enclosed:

| | Description | Yes | No |
|------------------|---|-----|----|
| Volume I | | | |
| 1 | Application Letter | | |
| 2 | Letter of participation from each member | | |
| 3 | Bidder's organization | | |
| 4 | Submission of Documents | | |
| 5 | Summary of Completed Projects | | |
| 6 | Technical Strength Data Sheet for Works in hand | | |
| 7 | Technical Strength Data Sheet for each completed Projects | | |
| 8 | Summary of Project Development Experience | | |
| 9 | Project Development Experience Datasheets | | |
| 10 | Financial Statements | | |
| 11 | Bankers Information | | |
| 12 | Financial Strength Questionnaire | | |
| 13 | Company Profile. | | |
| 14 | Power of Attorney to authorized signatory of Lead Member Company | | |
| 15 | Power of Attorney to lead company from each member of JV/consortium | | |
| 16 | Project Implementation and Equity Mobilisation Plan | | |
| 17 | Bank Guarantee as Bid Security | | |
| 18 | Bank Guarantee as Performance Security | | |
| 19 | Financial Bid | | |
| Volume II | | | |
| 20 | Payment towards evaluation & processing fee of RFQ cum RFP document | | |
| 21 | Payment towards cost of RFQ cum RFP document | | |
| 22 | Memorandum and Articles of Association | | |
| 23 | Copy of Registration Certificate | | |
| 24 | Authorisation from respective foreign Governments, if required. | | |
| 25 | Consortium Agreement within the members of consortium & Board Resolution of the Bidding Companies of consortium | | |
| 26 | Unabridged Balance Sheets for 3 years | | |
| 27 | Auditor's Report | | |
| 28 | Annual Report | | |
| 29 | Experience certificates for each work from the Respective clients | | |
| 30 | Declaration by Bidder / Consortium member regarding any disqualification, if any | | |

Please tick against the one applicable.

FORMAT E

TECHNICAL STRENGTH
SUMMARY OF COMPLETED WORKS

| S.N. | Type of Work | No. of Projects developed / completed in previous 10 years* | Total Value (Crores)** * |
|------|--------------|---|------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Indicate your share of work if in JV /consortium.

**Please submit completion certificates from the respective clients for each work.

***Please submit documentary proof of total value of work for each work.

FORMAT F

**TECHNICAL STRENGTH
DETAILS OF WORKS IN HAND**

| |
|--|
| Name of the Applicant or member of constituent group |
|--|

| |
|---|
| Applicants (each member of the group) should provide information on their current commitments in respect of all projects / contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued. |
|---|

| Particulars of Contract* | Name and address of Client with telephone number | Brief Description | Total value of contract***(^ Crores) | Date of Start | Estimated completion Date |
|--------------------------|--|-------------------|--------------------------------------|---------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

* Indicate share of work if in a JV/Consortium.

**Please submit certificates from the respective clients for each work.

***Please submit documentary proof of total value of work for each work.

FORMAT G

**TECHNICAL STRENGTH
PROJECT DATA SHEET (SEPARATELY FOR EACH COMPLETED WORK)**

| | | |
|----|---|--|
| 1 | Name of the Applicant or member of the consortium who has developed / executed the work | |
| 2 | Project name | |
| 3 | Location (city & country) | |
| 4 | Scope of Work | |
| 5 | Type of Contract 1. Design Services 2. Consultancy Services 3. Construction contract/EPC Contract 4. Equipment Supply & Erection 5. O&M Contractor 6. Lead Developer 7. Co-developer | |
| 6 | Date of start & finish. | |
| 7 | Total completed cost (Rs. in million) | |
| 8 | Was the work carried out as member or as a group Yes or No? If a group then indicate <ul style="list-style-type: none"> • Participation (%) • Areas of Participation | |
| 9 | Were any penalties were imposed? If Yes Give details | |
| 10 | Was arbitration, litigation commenced? If Yes Give details | |

*Only the value of contract as executed by the Applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned Applicant/member should be indicated and the remaining done by the other members of the group be excluded.

**Please submit certificate from clients for each work

FORMAT H**SUMMARY OF PROJECT DEVELOPMENT EXPERIENCE
(All projects for which details are furnished in Format above)**

| S.N. | Project | Description | Indicate Your Role/ Responsibility | % Equity Held | Cost of Project |
|------|---------|-------------|---------------------------------------|---------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Please submit certificates from the respective clients for each project.

***Please submit documentary proof of cost of project for each project.

FORMAT I**PROJECT DEVELOPMENT EXPERIENCE**

PROJECT DATA SHEET (Separately for Each completed Project)

| | | |
|--|-------------|-------------------------------------|
| Project Name | | |
| Location (City & Country) | | |
| Overall Capacity (MW) | | |
| Type:(Hydro/Thermal/others) | | |
| Date Of Start & Finish | | |
| Total Completed Cost | | |
| Names of Companies that played the following roles on the Project including Bidders' Own | | |
| | Description | Equity Provided (in percentage) |
| a) Lead Developer | | |
| b) Co-Developer | | |
| c) Equity Participant | | |
| d) EPC Contractor | | |
| e)Contractor (Mention component) | | |
| f) O&M Contractor | | |
| g) Equipment Supplier | | |

FINANCING DETAILS:

| | |
|--|-----------------|
| a) Total Equity | (Rs in million) |
| b) Bidder's Equity | |
| c) Total Debt | |
| d) Bidder's Debt | |
| e) Time taken for Financial Closure (months) | |

| | |
|---|--|
| Were any penalties were imposed? If Yes Give details | |
| Was arbitration, litigation commenced? If Yes Give details | |

FORMAT J

FORMAT FOR FINANCIAL STRENGTH

Name of Member:.....

(Equivalent Rs. Crores)

| S. N. | Financial information in Rupee equivalent, with exchange rate, at the end of concerned year | | | |
|-------|---|--------------|--------------|--------------|
| | | FY 2008 - 09 | FY 2009 - 10 | FY 2010 - 11 |
| 1. | Total Assets | | | |
| 2. | Current Assets | | | |
| 3. | Current Assets + Loans & Advances | | | |
| 4. | Total Liabilities | | | |
| 5. | Current Liabilities | | | |
| 6. | Current liabilities & provision | | | |
| 7. | Annual Turnover | | | |
| 8. | Profit Before Interest and Tax | | | |
| 9. | Profit Before Tax | | | |
| 10. | Profit After Tax | | | |
| 11. | Net Worth = (Equity share Capital + Reserves) - (Revaluation Reserves + Intangible Assets + Miscellaneous Expenditure to the extent not Written Off and carry forward losses) | | | |
| 12. | Depreciation & Amortization | | | |
| 13. | Any other non cash expenditure | | | |
| 14. | Loan repayments, Dividends and increase in working capital margin | | | |
| 15. | Debt / Equity Ratio | | | |
| 16. | Current Ratio (2)/(5) | | | |
| 17. | Profitability Ratio (10)/(7) | | | |

This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed. Year 1 will be the latest year for which audited financial

statement are available, Year 2 will be the year immediately preceding the year 1 and Year 3 shall be the year immediately preceding the year 2. All figures quoted shall be certified by the Applicant's Auditors.

Attachments:-

- i Attach copies of annual reports and audited financial statements for the aforesaid three years (for the individual Bidder or each member of the group).

BANKER'S INFORMATION

1. Name of Banker/Financial Institution:
2. Address:
3. Telephone
4. Contact Name and Title
5. Telex No.
6. Attachment:

A Letter of Authorisation by the Bidder to authorize the Bank/Financial institution to furnish such information as desired by the Government for assessing the credit-worthiness of the Bidder.

(Separate sheets for each bank/financial institution be submitted)

FINANCIAL STRENGTH (QUESTIONNAIRE)**Questionnaire**

| S.No | Question | Yes | No |
|------|--|-----|----|
| 1 | Has the Bidder as a developer ever provided equity in any Independent Power Project? | | |
| 2 | Has the Bidder as a developer raised debt in any Independent Power Project? | | |
| 3 | Has the Bidder defaulted in repayment of loans to any financial Institutions during the last five years? | | |
| 4. | Has the Bidder or any of his group company(ies) been declared defaulter by any bank or public financial institution? | | |

COMPANY PROFILE (EACH MEMBER)

| | | |
|----|---|--|
| 1 | Name of Company/ Organization | |
| 2 | Date of Incorporation | |
| 3 | Name of Parent/Group Company | |
| 4 | Relationship with the Main Company (Equity holding) | |
| 5 | Country in which Incorporated | |
| 6 | Type of Organization: (Whether Private Ltd. /Public sector) Attach: i) Copy of Registration Certificate. ii) Memorandum and Article of Association of the Company. | |
| 7 | Communication Address | |
| 8 | Head Office Address | |
| 9 | Other Contact Means: Cable Address Telephone No. Telefax No. Electronic Mail | |
| 10 | Name of Contact Person(s) | |
| 11 | (a) Corporate objective or purposes of the Company (b) Detailed description of the Company (c) Highlights of current activities | |
| 12 | Give brief "Resume" of all the Members of the Board of Directors and Top Management | |
| 13 | Specify, who is actively managing the affairs of the Company. | |

FORMAT N

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY OF
LEAD MEMBER COMPANY**

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. Qualified. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, that We (name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.(name and residential address) who is presently employed with us and is holding the position of as our authorized representative, 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 joint venture association with UJVNL for Tamak Lata (250 MW) Hydroelectric Project, including signing and submission of all documents and providing information/responses to UJVNL, representing us in all matters before, and generally dealing with UJVNL 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 affirm 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 Authorised representative)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- ◆ *To be executed by all the members in case of a Consortium.*
- ◆ *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.*



FORMAT -O

FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. Qualified. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Whereas, UJVNL has invited applications from interested parties for Qualification for setting up Tamak Lata (250 MW) Hydroelectric Project in Joint Venture with UJVNL

Whereas, the members of the consortium are interested in Bidding for the project(s) and implementing the project in accordance with the terms and conditions of the Request for Qualification cum Request for Proposal (RFQ cum RFP), and other connected documents in respect of the project and,

Whereas, it is necessary under the RFQ cum RFP document for the members of the consortium to designate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's Bid for the project or, in the alternative, to appoint one of them as the lead member, who would have all necessary power and authority to do all acts, deeds and things on behalf of the consortium, as may be necessary in connection with the consortium's Bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., M/s. (furnish respective names and addresses of their registered offices) hereby designate M/s. being one of the members of the consortium, as the lead member of the consortium, to do on behalf of the consortium, all or any of the acts, deeds or things necessary or incidental to the consortium's Bid for the project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the consortium in all its dealings with UJVNL or any other person or Government Agency, in connection with the project until the culmination of the process of Bidding and thereafter till the shareholding agreement is entered into with the UJVNL.

We hereby agree to ratify all acts, deeds and things lawfully done by the lead member acting as our attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/consortium.

Dated this the Day of

.....
(Executants)
(Name, Title and Address of the Attorney) (Signature)

(Name, Title and Address of two Witnesses)

.....

Note: To be executed by all members of the consortium excluding the lead member. 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

PROJECT IMPLEMENTATION AND EQUITY MOBILISATION PLAN

(Please provide the implementation plan for the project in question and equity mobilization plan)

Performa for Bank Guarantee for Bid Security
(To be issued by Nationalised Bank)

The Deed of Guarantee made _____ day of _____ 2011 between _____(Name of Bank), a banking company constituted under _____ Act having its registered office/ head office at _____(place) and wherever the context so requires shall include its successors and assignees (hereinafter called the "Surety") and Department of Energy of the Government of Uttarakhand and wherever the context so requires shall include its successors and assignees (hereinafter called the "Government")

WHEREAS

M/s _____, a company constituted under Companies' Act 1956 having its registered office at _____and wherever the context so requires include their successors or assignees (hereinafter called the "Bidder"), have bid for Joint Venture association for implementation of Tamak Lata (250 MW) Hydro Power Project located at Chamoli District of the State of Uttarakhand, India.

AND WHEREAS Government has sought Bid Security in the form of unconditional and irrevocable bank Guarantee for a sum of Rs. _____(Rupees _____only) for continued interest of the Bidder for Joint Venture Association for implementation of Tamak Lata (250 MW) Hydro Power Project located at Chamoli District of the State of Uttarakhand, India.

Now this deed witnessed as follows:

- (a) In consideration of _____ (Name of Bank) having agreed on the request of the Bidder to stand as Surety for payment of Rs _____ (Rupees _____ only) as Bid Security to the Government towards continued interest of the Bidder.
- (b) The Surety do hereby guarantee and undertake to pay to the Government an amount not exceeding Rs _____(Rupees _____only) on demand without demur, reservations, contest, recourse or protest and/or without reference to the Bidder in case the Bidder fails to comply with the terms and conditions contained in the Request For Proposal Document and other prior / post communications (hereinafter termed as "RFP"). The decision of the Government as to any such breach having been committed shall be absolute and binding on us. Any such demand made by the Government on the Surety shall be conclusive and binding notwithstanding any difference or dispute between the Government and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
- (c) The Surety further agree that the guarantee herein contained shall remain in full force for a period of six months from the date of Bid submission unless a demand or claim under this guarantee is made on the Surety in writing on or before _____. Thereafter, the Surety shall be discharged from its liabilities under this guarantee unless otherwise further extended by the Surety.
- (d) In order to give full effect to the guarantee herein contained Government shall be entitled to act as if the Surety is Government's principal debtor in respect of all Government's claims against the Bidder and the Surety hereby expressly

waive all their rights, if any, which are in way inconsistent to this guarantee. This guarantee to pay hereunder will not be determined or affected by Government's proceeding against the Bidder and the Surety will be liable to pay the said sum as and when demanded by Government merely on first demand being made on the Surety and even before any legal or other proceedings are taken against the Bidder. Any letter of demand delivered at the Surety's above address or at any Dehradun Branch Office under the seal of Government shall be sufficient service of the notice under this guarantee.

- (e) The Surety further agrees that the Government shall have fullest liberty without their consent and without affecting in any manner their obligation hereunder to vary any of the terms and conditions or to extend time of performance by the said Bidder from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Government against the said Bidder and to forbear or enforce any of the terms and conditions and the Surety shall not be relieved from their liability by reason of any such variation or extension being granted to the said Bidder or for any of the forbearance, act, or omission on the part of the Government or any indulgence of the Government to the said Bidder or any such matter of things whatsoever which under the law relating to the sureties would but for this provision having effect of so relieving the Surety.
- (f) This guarantee herein contained would come into force from the date hereof and would not be affected by any change in the constitution of the Bidder or the Surety or liquidation or winding up or dissolution or insolvency of the Bidder nor shall it be affected by any change in the Government's constitution till payment of the amount not exceeding Rs _____ (Rupees _____ only) is made by the Surety.
- (g) The Surety lastly undertake not to revoke this guarantee during the currency of the guarantee except with the previous consent of the Government in writing.
- (h) For the purpose of enforcing legal rights in respect of this guarantee, courts in Dehradun in the State of Uttarakhand shall have jurisdiction.
- (i) The Surety has powers to issue this guarantee in favour of the Government and the undersigned has full powers to do so under Power of Attorney dated _____.

In witnesseth I _____ son of _____ (Designation) _____ Branch/Division and constituted attorney of the said Surety have set his signatures and Bank seal on this guarantee which is being issued on appropriate value of non-judicial stamp as per Stamp Act prevailing in the State of _____, this _____ (date) _____ (Month), 2011.

Financial Bid

(Letter Head of Bidder)

To,

The Executive Director (Civil)
UJVN Limited., "Ujjwal", Maharani Bagh,
GMS Road,
Dehradun - 248006.

**Sub: Financial Bid for Setting up Tamak Lata (250 MW) Hydro Power Project
in Joint Venture association with UJVNL**

Dear Sir,

We have examined the RFQ cum RFP Document and accordingly offer our Financial Bid for Setting up Tamak Lata (250 MW) Hydro Power Project in Joint Venture association with UJVNL

| | Free Equity (%) (In Figures) | Free Equity (%) (In Words) |
|--|---------------------------------|-------------------------------|
| Quote for Participation Free equity above threshold equity | | |

We agree to abide by this bid until 180 days from the last date of submission and it shall remain binding upon us and may be accepted any time before that date.

The Demand Draft of Rs. _____ (Indian Rupees _____ Only) as cost of RFQ cum RFP document , Demand Draft of Rs. _____ (Indian Rupees _____ Only) as cost of RFQ cum RFP document as processing fee and Bank Guarantee/towards Bid Security of Rs. _____ (Indian Rupees _____ Only) is enclosed.

If our bid is accepted we will complete other formalities within time frame as specified in the RFQ cum RFP Document.

Unless and until a formal agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Yours Faithfully,

Signature:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Date:

Place:



FORMAT-S

PERFORMANCE BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... (*Name of the Bank*)

Address

.....

Guarantee No.

A/c Messrs (*Name of Joint Venture Partner*)

Date of Expiry

Limit to liability (*currency & amount*)

.....

Contract No.

.....

For (*Name of Facilities*)

Subject :..... Performance Bank Guarantee.

Date 200..

To

**Executive Director (Civil),
UJVN Ltd.,
“Ujjawal”, Maharani Bagh,
General MahadevSingh Road,
Dehradun-248006.**

Dear Sir,

We refer to the Joint Venture Agreement (hereinafter called the “Agreement”) Reference No. Dated between you and M/s. (**Name of the Joint Venture Partner**) (hereinafter called the (“J V Partner”) for the development Tamak Lata (250 MW) HEP.

RFQ cum RFP Document for setting up Tamak Lata (250 MW) Hydroelectric Project in Joint venture

Whereas the Partner has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We (**Name of the Bank**) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the Partner and without protest and demur an amount not exceeding (**Currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Partner has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Partner in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.
4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and in force initially upto_____ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.
5. This guarantee shall not in any way be affected by you taking any securities from the Partner or by the winding up, dissolution, insolvency or death as the case may be of the Partner. We shall not be entitled to proceed against the assets of the Partner at your site.
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Partner, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.
8. This guarantee shall not be discharged by any change in the constitution of the Partner or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (Indian Rupees _____) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully

Dated day of 200..

For

(Name of the Bank)

FORMAT-T**(On Non-Judicial Stamp Paper of Appropriate Value)****CONSORTIUM AGREEMENT**

This Agreement (hereinafter referred to as the —Consortium 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 -1||, which expression shall include its successors, executors and permitted assigns)

AND

M/s _____, a Company incorporated under the laws of _____ and having its registered office at _____ (hereinafter called the —Partner -2, which expression shall include its successors, executors and permitted assigns)

Partner 1 and Partner 2 shall collectively be referred to as Consortium Partners) for the purpose of making the Bid and entering into the Joint venture Agreement with UJVN Limited (hereinafter referred to as UJVNL), which expression shall include its successors, executors and permitted assigns).

WHEREAS UJVNL desires to select a Joint Venture Partner through Competitive Bidding process.

AND WHEREAS Clause 1.3.1 (viii) of the RFQ cum RFP document stipulates that in case the Bidder is a Bidding Consortium, it shall submit a legally enforceable Consortium Agreement in a format specified by UJVN Limited- wherein the Members of Bidding Consortium have to commit equity investment of a specified percentage in the Project.

AND WHEREAS Clause 1.3.1 (viii) of the RFQ cum RFP document stipulates that the Members of the Bidding Consortium shall provide along with the Project Proposal, a Consortium Agreement as per the prescribed format whereby the Members of the Bidding Consortium undertake to be jointly and severally liable for contributing to the proposed equity investment commitment of the Bidding Consortium. In consideration of the above premises all the Partners in this Bidding Consortium do hereby mutually agree as follows:

1. All capitalised terms used herein, if not otherwise defined, shall have the same meaning as those ascribed to them in the Bid Document.
2. We the Members of the Bidding Consortium and Partners to the Consortium Agreement do hereby irrevocably agree that Partner 1 (M/s _____) shall act as Lead Member as defined in the Bid Document for itself and as an agent for and behalf of Partner 2.

3. The Partners agree that they shall be bound by the terms and conditions regarding equity lock – in for the terms of the Agreement as specified in the document.
4. The Lead Member is hereby authorised by the other Partner to bind them to any contractual obligation and liabilities concerning the Project and receive instructions for and on his behalf in this regard. It is further understood that subject to the provisions of the Consortium Agreement, so executed by the Lead Member the entire execution of the Contract shall be done exclusively by the Lead Member of the Bidding Consortium.
5. The Partners shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the Members of the Bidding Consortium in discharging all their respective equity obligations regarding the Joint Venture. Further each Partner undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of the Partner's collective liability.
6. Brief Profile of the Members along with experience.
7. Subject to the terms of the RFQ cum RFP, the share of each Partner in the Consortium is/shall be in the following proportion:

| | | | |
|-----------|------|--|--|
| Partner-1 | | | |
| Partner-2 | | | |
| Total | 100% | | |

8. The Partners shall not in any manner alter their respective share in the Consortium, if formed or otherwise as stated in Clause 7 above, except with the prior written consent of UJVNL.
9. Notwithstanding Clause 7 above, the Partners agree that no new member shall be incorporated into the Bidding Consortium. Further, any such incorporation of a new member into the Bidding Consortium, if consented to by UJVNL, shall be strictly on such terms and conditions as may be specified by UJVNL.
10. If any of the Partners become bankrupt or insolvent or receive order issued against them, enter into a compromise with their creditors, or, their governing body approves a resolution or order is made for their liquidation/winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of their undertaking or assets, or if either of the Partners, take or suffer any other analogous action in consequence of debt, then such event(s) shall be deemed to constitute a Contractor's Event of Default under the provisions of the Contract.
11. The Lead Member of the Bidding Consortium shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
12. In case of any breach of any of the equity investment commitment by any of the Partners, the other Partner shall be liable for the consequences thereof jointly and severally.

13. Except as specified in this agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of joint and several responsibilities of the Partners.
 14. It is further specifically agreed that the financial liability for equity contribution of each of the Partners shall, not be limited in any way so as to restrict or limit their liabilities. The Partners would be jointly and severally liable irrespective of their scope of work or financial commitments.
 15. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India. In case of any dispute or claim of any kind whatsoever that may arise between the Partners, individually or collectively, or UJVNL as a result of construction, interpretation or application of any of the terms and conditions of this Consortium Agreement such dispute shall be settled in accordance with the terms of the Joint Venture Agreement.
 16. It is hereby agreed that in case of submission of Letter of Award by UJVNL to the Lead Member of the Bidding Consortium, the Partners of this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee in favour of UJVNL, as stipulated in the bid document, jointly, on behalf of each of the Partners, in favour of UJVNL.
 17. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Joint Venture Agreement and shall remain valid till the life of the project unless expressly agreed to the contrary by UJVNL.
 18. The Lead Member of the Bidding Consortium is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Partners respectively from time to time in response to the Bid Document and for the purposes of the Project.
 19. It is hereby expressly understood between the Partners to this Consortium Agreement that neither Partner may assign or delegate its rights, duties or obligations under the Joint Venture Agreement except with prior written consent of UJVNL.
 20. The Member providing the technical strength shall provide technical inputs for Project development and operations for atleast five (5) years from the date of signing of Joint Venture Agreement. The technical inputs shall inter-alia include:
 - a. Monthly and Annual Plan including drawings.
 - b. Environmental Management Plan and Safety Plan.
 - c. Provide necessary technical manpower and know how.
- This Consortium Agreement
1. 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;
 2. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof, and
 3. shall not be amended or modified except in writing signed by each of the Partners and only with the prior written consent of UJVNL.

IN WITNESS WHEREOF, the Partners to the Consortium Agreement have, through their authorised representatives, executed these present and affixed common seals of their Respective companies on the Day, Month and Year first mentioned above;

On behalf of the Partner 1

On behalf of the Partner 2

Name:

Name:

Designation:

Designation:

Common Seal of the Partner 1

Common Seal of the Partner 2

EXECUTIVE SUMMARY

(TAMAK LATA HYDRO ELECTRIC POWER PROJECT)

INTRODUCTION

The Tamak - Lata Hydroelectric project located in Chamoli district of Uttarakhand State envisages utilization of the waters of river Dhaul Ganga, a tributary of river Alaknanda for power generation on a run of the river type development harnessing a gross head of 324 m. Alaknanda river is a major tributary of river Ganga.

The project with a proposed installation of 250 MW (4 x 62.5 MW) would give an annual generation of 1041.43 GWh in a 90% dependable year.

The project site is located between Latitude 30° 35' 46" N – 30° 30' 19" N to Longitude 79° 47' 13" E – 79° 43' 26" E. The nearest rail head is Rishikesh and airfield at Jolly Grant is located between Rishikesh and Dehradun at a distance of about 15 kms from Rishikesh at Jolly-grant.

SCOPE OF WORKS

The Tamak - Lata Hydroelectric Project envisages construction of

- 62.5 m long barrage across river Dhauliganga at Tamak about 40 km from Joshimath with river bed level at 2412 m above MSL and the pond level at 2422 m elevation.
- A side intake and two underground desilting chambers each of length 170 m, width 16 m and depth 14 m.
- A 11.215 km long and 6.0 m diameter head race tunnel terminating into a surge shaft.
- A 122 m deep, 12 m diameter surge shaft of restricted orifice type.
- An underground power house having an installation of 4 vertical Francis type turbines coupled to 4 synchronous generators 3 phase, 0.9 power factor, 11 KV, 428.6 RPM, each operating under a net head of 306.24 m.
- Two pressure shafts each of 4.0 m diameter bifurcated near power house into 2 nos. each of 2.5 m diameter.
- About 261.65 m long tail race tunnel.

HYDROLOGY

The gross catchment area of river Dhauliganga at Tamak barrage site is 2000 sq.km. out of which the snow bound area is 1371 sq.km. The water availability for the project has been considered on the basis of 10 daily discharge data of river Dhauliganga at Joshimath and Rudraprayag gauge sites, for the period 1977 to 2009. The water availability at the barrage site has been derived from the discharge data at Rudraprayag gauge site on the basis of proportionate catchment area. The computed inflow series worked out has been utilized for Power Potential Studies. The design flood (SPF & PMF) has been estimated as 2000 cumecs & 2950 cumecs respectively.

POWER POTENTIAL STUDIES

The computed inflow series for 32 years viz. 1976 – 77 to 2008-09 has been considered in assessing the power benefits from the project. Installation of 250 MW comprising 4 generating units of 62.5 MW each have been proposed. The energy availability for the project is summarized below.

90% dependable year

Annual Energy generation (MkWH) = 1041.43

Plant load factor (%) = 47.55

GEOLOGY

The collision of the Indian and Asian continental plates some 45 million years ago produced the complex geological structures and the northwesterly trending rugged mountain ranges. In the mentioned collision, the southwards directed and propagated thrusting has created several numbers of litho-tectonic units that are nearly common through out the Himalayas. Geologically, Uttaranchal Himalayas can be divided into four broad litho-tectonic units which are as under:

- Tethyan Himalaya
- Central Crystallines,
- Lesser Himalaya
- Outer or Sub Himalaya.

The area around the project is located in the inner part of Lesser Himalayas and outer part of the Great Central Himalayas. It represents an extremely rugged topography with very high relief. The altitudes in the area range from 2400m to more than 4000m. The high ridges trend almost in N-S direction. In general northern facing slopes are gentler than the southern facing slopes. The tops of the ridges are sharp crested and valleys are narrow and 'V' shaped. Further south from the site the valleys are broad in lime

stone and shale terrain. The geological map indicates that the area of the proposed project is located in Central Crystalline Group exposing different formations of Pandukeshwar Member.

The project is located in Main Boundary Fault (MBF) in south and the Main Central Thrust (MCT) in north demonstrating thrust type of fault plane mechanism.

POWER EVACUATION ASPECTS

The power generated from the project would be evacuated through 220 KV double circuit transmission lines connected to a centrally located sub station proposed to be erected in the region. The power then shall be evacuated through the proposed regional 132 / 220 / 440 KV substation.

ENVIRONMENTAL ASPECTS

Since pond level is fixed at the high flood level no extra submergence is envisaged due to this project. The environmental impacts of the project on the flora and fauna can be considered as benign. Three seasonal studies were carried out & presented before Expert Appraisal Committee of MoEF. MoEF has directed to reduce the length of HRT of project as to leave free riverine stretch between upstream & downstream project. Studies regarding shifting of Powerhouse location is under progress. THDC, developer of u/s Jhelam Tamak HE Project has been asked to shift their powerhouse location as to meet MoEF requirement.

ESTIMATE OF THE COST

The project is estimated to cost Rs. 1052.99 crores excluding IDC at November, 2007 price levels. The preliminary cost estimate of the project has been prepared as per guidelines of CEA / CWC. The break down of the cost estimates is given below.

| | Crore Rs. |
|--------------------------|-----------|
| Civil works | 737.94 |
| Electro Mechanical works | 315.05 |

FINANCIAL ASPECTS

As indicated above, the Tamak – Lata H.E. project with an estimated cost of Rs 1052.99 crores and design energy of 1041.43 MU in 90% dependable year is proposed to be completed in a period of 42 months. The tariff shall be worked out considering a

debt-equity ratio of 70:30 alongwith return on equity & annual interest rate on loan vide CERC Norms.

LAND REQUIREMENT DETAILS

The land requirement for project is envisaged to 40Hac.

CONCLUSIONS

Tamak – Lata H.E. project involves the construction of a barrage and other civil works and could be completed in 42 months. The project is likely to produce annual energy of 1041.43 MU in a 90% dependable year. The cost per MW installed works out Rs. 4.21 crores.

PRESENT STATUS OF DPR

As on date, Draft DPR of the project has been submitted by consultant. Consultant has been asked to suggest different alternatives for powerhouse site location as to meet MoEF requirement.