

## **Gidderbaha Power Limited**

### **Request for Qualification**

for

Selection of Developer

On

Build, Own & Operate (BOO) basis  
through  
Tariff Based Bidding Process

For Procurement of Power on Long-Term Basis from domestic  
Coal Based Thermal Power Station to be setup at Gidderbaha  
town, Distt. Muktsar, Punjab, India

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

Issued by

### **Gidderbaha Power Limited**

(A wholly owned company of Punjab State Electricity Board)

Contact Address:

Director (Technical) Gidderbaha Power Limited.  
Thermal Shed No. T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, (Punjab), India  
Telefax: + 91 175 2303924, Tel. No. +91 175 2213038  
e-mail: [gpl.pseb@gmail.com](mailto:gpl.pseb@gmail.com)

31.10.2008

## **Gidderbaha Power Limited**

Request for Qualification (RfQ) for supply of power to Punjab State Electricity Board in the State of Punjab in India.

This RfQ document along with Annexure as per Index is issued to -

M/s. \_\_\_\_\_

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### NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RfQ documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the bid documents, it shall be considered that the bid document is complete in all respects and has been received by the Bidder.
3. The Procurer may modify, amend or supplement this RfQ document including PPA in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees dated 19 January, 2005 issued by Ministry of Power, as amended from time to time, after obtaining approval of the Appropriate Commission, if such approval is required under law.
4. While this RfQ has been prepared in good faith, neither the Procurer nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfQ, even if any loss or damage is caused by any act or omission on their part.

Authorised Person

**Er.K.B.Kansal, Director (Technical),  
Gidderbaha Power Limited.**

**Thermal Shed No. T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, (Punjab), India  
Telefax: + 91 175 2303924, Tel. No. +91 175 2213038  
e-mail: gpl.pseb@gmail.com**

Place: Patiala

Date: 31.10.2008

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## REQUEST FOR QUALIFICATION NOTIFICATION

Gidderbaha Power Limited

Invitation for supply of power on long-term basis.

On behalf of Punjab State Electricity Board (PSEB), Punjab, (hereinafter the 'Procurer'), Gidderbaha Power Limited (GPL) (hereinafter the 'SPV') invites proposals to supply **2400 MW ± 10%** of power at the generator switchyard bus-bar for the Procurer in the State of Punjab in India. The Power Station is to be set up at village Ghagga, Teheri and Babania near Gidderbaha town, Distt. Muktsar Punjab, India (hereinafter the "Project"). The Bidder can submit Bid for any capacity within a range of 2160-2640MW (Contracted Capacity) indicating the configuration of the units and meeting the requirements of commissioning schedule and plant layout within the available land. The Bidder should have adequate technical experience and financial capability (briefly mentioned herein below) to supply the power.

**Technical requirement** - Bidder must have experience of developing projects (not necessarily in the power sector) in the last 10 years, whose aggregate capital costs must not be less than the amount Rs. 19.80 Billion or equivalent US\$. Out of these projects, the capital cost of at least one project should be more than Rs. 3.30 Billion or equivalent US\$. For this purpose, capital expenditure incurred on projects that have been completed at least 7 (seven) days before the last date of submission of Bid shall be considered.

**Financial Requirement** – The Internal Resource Generation should be equal to at least Rs. 7.92 Billion or equivalent US\$ computed as five times the maximum internal resources generated during any of the last five years' business operations. The Networth should be equal to at least Rs. 10.00 Billion or equivalent US\$ derived from any of the past three years' audited annual accounts and the Annual Turnover should be equal to at least Rs. 24.0 Billion or equivalent US\$ derived from any of the past three years' audited annual accounts.

**Tasks Completed/Undertaken:** The Punjab State Electricity Board (PSEB) has incorporated a company under the name Gidderbaha Power Limited, which would operate as a Special Purpose Vehicle (SPV) and would be domiciled for the Project. The development of the project at village Ghagga, Teheri and Babania near Gidderbaha town, Distt. Muktsar Punjab, India has commenced. About 2432 acres of land is being made available. The Bidders can choose any configuration as per land availability. Land will be made available to the Successful Bidder or the Developer free of encumbrances. Resettlement & Rehabilitation issues would be the responsibility of PSEB. Gidderbaha Power Limited has started the development of the project at village Ghagga, Teheri and Babania near Gidderbaha town, Distt. Muktsar Punjab, India and has undertaken the following tasks.

- Land: Section 4 notification under Land Acquisition Act 1894 has been issued.

- Environmental clearance\*: TOR submitted to MOE&F.
- Fuel Linkage\*: Application submitted to Ministry of Coal.
- Water linkage: Obtained from Department of Irrigation, Govt. of Punjab.

\* *Deviations obtained from Honourable PSERC for issuance of RFQ*

**Transfer of Project Site:** The SPV along with the land for the Project Site will be transferred to the Successful Bidder at a price to be indicated at the RfP stage to implement the Project.

The land will be transferred to the Seller on payment of lump sum price of the land. However, the Procurer may consider transfer of the land on payment of the specified percentage of land cost and the balance being payable by the Seller along with the interest against suitable security documents to be tied up for this purpose at the RfP stage.

**Commencement of supply:** The Bidder shall have to ordinarily commence supply of power (i) for the First unit on or before the expiry of 48 months from the date of signing of the SPA (1st Unit's Commercial Operation Date); and (ii) for the Subsequent units at an interval of 6 months each. (e.g. If the scheduled COD of the first unit is 1<sup>st</sup> January 2008, COD of the second unit will be 1<sup>st</sup> July 2008, for the third unit 1<sup>st</sup> January 2009 and so on). The Bidder would be required to provide the Procurer with an advance notice period of at least 3 (three) months before proposed commencement of supply.

**Clearances, consents and permits :** The Bidder shall be responsible for ensuring that all the necessary clearances consents and permits required for completion and operation of the Project during the term of PPA, other than what is relevant to the task completed by the Procurer and renewed by Gidderbaha Power Limited.

**Purchase of power:** Procurer would retain dispatch rights on the entire capacity of the power station. The term of the PPA shall be of 25 (twenty five) years.

**Tariff:** The tariff shall be payable in Indian Rupees. Bidders shall quote the tariff as per the pre-specified structure, which will be mentioned in RfP.

**RfQ document:** Interested parties can collect the RfQ document containing the Model PPA proposed to be entered into with the Successful Bidder, along with the detailed information required to be submitted by the Bidder, in person against a non-refundable payment of Rs. 30,000/- or US\$ 700 in the form of a Demand draft payable at Patiala in favor of "Gidderbaha Power Limited". The draft should be submitted to Director (Technical), Gidderbaha Power Limited, Thermal Shed No. T-2, Punjab State, Electricity Board, Near Railway crossing No. 22, Patiala -147001, Punjab, India and the RfQ document can be collected accordingly. The bid documents will be available for sale on all working days from 31<sup>st</sup> October, 2008 between 10.00 hrs and 16.30 hrs. The RfQ document can also be downloaded from <http://www.psebindia.org>. In such a case the Bidder shall submit the Demand Draft along with the Bid. Any correspondence/query should be forwarded to the above address. The timetable for the Bid process is as follows:

<b>Event</b>	<b>Date</b>
Commencement of sale of RfQ documents	31.10.2008
Last date of Submission of Response to RfQ	19.12.2008

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

The RfQ documents are not transferable.

Er. K.B.Kansal, Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India  
Telefax: + 91 175 2303924, Tel. No. +91 175 2213038  
e-mail: gpl.pseb@gmail.com

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## 1.0 INTRODUCTION

1.1 Gidderbaha Power Limited hereinafter to be referred as the “Authorised Representative” or “the Special Purpose Vehicle (SPV)”, wishes to invite Bids for purchase of power on a long-term basis.

### 1.2 Definitions

Following capitalized terms used in this RfQ, shall have the meaning given hereunder:

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

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

a Bidding Company (in case of a single company) or a Member in a Bidding Consortium (in the case of a Consortium) and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company. As an illustration a chart is annexed hereto as **Annexure 10**.

“**Authorised Representative**” shall mean Gidderbaha Power Limited; the body corporate authorised by the Procurer to carry out the bid process for the selection of the Successful Bidder, on its behalf.

“**Authorised Person**” shall mean the person designated by the Distribution Licensee(s), SPV or the Authorised Representative to represent the Procurer in its dealings with the Bidder or the Bidding Consortium. The authorised person shall be authorised to perform all tasks such as providing information, responding to enquiries, issuing clarifications, calling pre-bid conference, issue advertisements for RfQ and RfP and coordination etc.

“**Bid**” shall mean the response submitted by the Bidders in accordance with the terms and conditions of this RfQ.

“**Bidder**” shall mean the Bidding Company or Bidding Consortium as the context may require.

“**Bidding Company**” shall mean the reference to the single company, if the Bid for the proposed Project has been made by a single company.

“**Bidding Consortium**” or “Consortium” shall mean the reference to the group of companies, each being a Member in a Bidding Consortium, if the Bid for the proposed Project has been made jointly by more than one company.

“**Bidding Guidelines**” shall mean “Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees”, issued by Ministry of Power, Government of India under Electricity Act, 2003 on January 19, 2005 as amended from time to time.

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

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

**“Lead Member of the Bidding Consortium”** or “Lead Member”: There shall be only one Lead Member, who commits at least 26% equity stake in the Bidding Consortium, meets the technical requirement as per Clause 2.1.4 and cannot be changed till 5 years of the Commercial Operation Date (COD) of the Power Station.

**“Lead Procurer”** shall mean the Procurer designated by the Procurers to undertake the purchase of power on their behalf.

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

**“Member in a Bidding Consortium”** or “Member” shall mean each company in a Bidding Consortium.

**“Parent”** shall mean a company which holds at least 26% equity either directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium.

**“RfQ”** shall mean the Request for Qualification document including the Annexures thereof issued by Gidderbaha Power Limited on 31<sup>st</sup> October, 2008 for Tariff Based Bidding Process for Procurement of Power on Long-Term Basis from Power Station to be setup at village Ghagga, Teheri and Babania near Gidderbaha town, Distt. Muktsar Punjab, India based on coal and shall include any modifications, amendments or alterations or clarifications thereto;

**“SPV”** shall mean a company established under the Indian laws to carry out the bid process in accordance with the Bidding Guidelines. Gidderbaha Power Limited shall act as the Authorised Representative till acquisition of its 100% equity shareholding by the Selected Bidder.

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

**“Ultimate Parent”** shall mean a company which owns at least twenty six percent (26%) equity either directly or indirectly in the Parent and Affiliates.

Note: Any capitalised term, used but not defined in this RfQ, shall have the meaning ascribed to such term in the PPA, or the Bidding Guidelines, in that order. In the absence of availability of definitions in the foregoing references, the capitalised term shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2004, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, in that order.

- 1.3 The objective of this bidding process is to identify the Successful Bidder for supply of minimum 2160 MW and maximum 2640 MW of power for a period of 25 years. This range has been arrived at taking the gross capacity of the power station as 2640 MW. As per the Bidding Guidelines, the Successful Bidder shall enter into a Power Purchase Agreement (PPA) as detailed out in the Model PPA forming part of this document. Further any update/amendment/supplementary, if any details about the bidding process, the Project and the PPA shall be provided in the RfP document in accordance with Bidding Guidelines, after obtaining approval of the Appropriate Commission, if such approval is required under law.
- 1.4 Details of the Procurer containing following information is enclosed separately as **Annexure-1**
- Last three years of the available audited accounts
  - Last three years aggregate technical and commercial losses
  - Details regarding existing tariff structure, consumer base etc
  - Business forecast
- 1.5 A Letter of consent from the Procurer stating that the entire RfQ document has been reviewed and confirmed is enclosed at **Annexure-3**.
- 1.6 Accordingly, the Procurer seeks to select competent, experienced and capable party or a consortium of parties who has the necessary technical competence, experience and financial strength for supply of power on a long-term basis. The Procurer/ Authorised Representative invite Bids from companies either as sole Bidder or in the form of a Consortium for supply of power.
- 1.7 Gidderbaha Power Limited has started the development of the project at village Ghagga, Teheri and Babania near Gidderbaha town, Distt. Muktsar Punjab, India and has undertaken the following tasks.
- Land: Section 4 notification under Land Acquisition Act 1894 has been issued.
  - Environmental clearance\*: TOR submitted to MOE&F.
  - Fuel Linkage\*: Application submitted to Ministry of Coal.
  - Water linkage: Obtained from Department of Irrigation, Govt. of Punjab.
- \* *Deviations obtained from Honourable PSERC for issuance of RFQ*
- 1.8 The Procurer/Authorised Representative will transfer the Project site to the Successful Bidder at a price to be indicated in RfP to implement the Project after signing of Agreement.

- 1.9 All Bidders are required to submit information in accordance with the instructions set forth in this RfQ. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the Project.
- 1.10 The contracted power shall be sold only to the Procurer as per the terms and conditions of the Power Purchase Agreement (PPA). The Model PPA is attached in **Annexure 6**. Such Model PPA may be modified in accordance with the Bidding Guidelines. The Procurer would retain dispatch rights over the Contracted Capacity of the generating station, during the term of the PPA, which has been allocated to it.
- 1.11 The Bids to RfQ shall be valid for not less than one hundred and eighty (180) days from the last date of submission of Bid.
- 1.12 The Project shall be based on domestic Coal.

## 2.0 INFORMATION AND INSTRUCTION TO BIDDERS

### 2.1 Qualifying Criteria

2.1.1 Omitted

2.1.2 Bidders should have technical experience and financial capability to execute the Project as specified in this RfQ. In the case of a Bidding Consortium, the technical experience shall be met by the Lead Member.

2.1.3 The Bidder must fulfill following minimum financial requirements

- i. **Internal Resource Generation:** Rs. 7.92 billion or equivalent US\$, computed as five times the maximum internal resources generated during any of the last five years' business operations;
- ii. **Networth:** Rs. 10.00 billion or equivalent US\$, derived from any of the past three years' audited annual accounts;
- iii. **Annual Turnover:** Rs. 24.00 billion or equivalent US\$, derived from any of the past three years' audited annual accounts;

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

- **Internal Resources Generation**

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

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

- **Networth**

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

- **Annual Turnover:** Annual gross revenue earned by the Bidder

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 of Bid as stated in the RfQ document.

**2.1.4 The Bidder must fulfill the following minimum technical requirements**

Bidder must have experience of developing projects (not necessarily in the power sector) in the last 10 years, whose aggregate capital costs must not be less than the amount Rs. 19.80 billion or equivalent US\$. Out of these projects, the capital cost of at least one project should be more than Rs. 3.30 billion or equivalent US\$. For this purpose, capital expenditure incurred on projects that have been completed at least 7 (seven) days before the last date of submission of Bid shall be considered.

Developing project means successful commissioning of a project in which the Bidder/Parent/Affiliate, as the case may be, held equity stake of not less than 26% from the time of financial closure till the time of commissioning of such project.

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 of Bid as stated in the RfQ document.

2.1.5 For the purposes of technical and financial criteria only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria, provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid. Bidders shall furnish documentary evidence duly certified by Managing Director/ Chief Executive Officer, being a full time director on the Board of the Company/ Manager\* and the Statutory Auditor in support of their financial capability and technical experience as defined in clauses 2.1.3 and 2.1.4 respectively.

\* Wherever the documentary evidence is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

## **2.2 Purchase of power by the Procurer**

2.2.1 Procurer plans to procure power to the extent of 2400 MW  $\pm$  10% MW. The power shall be delivered at the generator switchyard bus-bar. The Normative Availability required to be met by the Bidder, over and above which incentives shall be paid, shall be 80%. The Normative Availability should align to the Minimum Off-take Guarantee of the Procurer.

## **2.3 Collection of RfQ document**

2.3.1 The Bidders can collect the RfQ document containing the Model PPA proposed to be entered into with the Successful Bidder, along with the detailed information required to be submitted by the Bidder, in person against a non-refundable payment of Rs. 30000/- or US\$ 700 in the form of a Demand draft payable at Patiala in favor of "Gidderbaha Power Limited". The draft should be submitted to Director (**Technical**), Gidderbaha Power Limited, Thermal Shed No. T-2, Punjab State, Electricity Board, Near Railway crossing No. 22, Patiala - 147001, Punjab, India and the RfQ document can be collected accordingly. The bid documents will be available for sale on all working days from 31<sup>st</sup> October, 2008 between 10.00 hrs and 16.30 hrs. The RfQ document can also be downloaded from <http://www.psebindia.org>. In such a case the Bidder shall submit the Demand Draft along with the Bid.

## **2.4 Information Required**

2.4.1 The information in the Bid will be submitted by the Bidder as per the Annexures attached to this document. The information to be submitted in the Bid is specified in Clause 4 (Formats) of this document.

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

2.4.3 The Bidder should note that:

- a) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Bid, in any manner whatsoever, in order to create circumstances for the acceptance of its Bid, the Procurer/ Authorised Representative reserves the right to reject such Bid and/ or cancel the Letter of Intent, if issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RfP shall follow.
- b) Bid submitted by the Bidder shall become the property of the Procurer/Authorised Representative and the Procurer/Authorised Representative shall have no obligation to return the same to the Bidder.

## **2.5 Submission of Bid by the Bidder**

### **2.5.1 For Bid submitted by Bidding Company/Bidding Consortium**

2.5.1.1 In case of Bidding Consortium, the Bid must mention the name of the Lead Member. The Bidding Company/ the Lead Member should designate one person to represent the Bidding Company/ Consortium in its dealings with the Procurer/ Authorised Representative. The person so designated 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 Bidding Company/ Consortium, etc as per the format enclosed as **Annexure 8**.

2.5.1.2 The Bidding Company/Bidding Consortium should submit a power of attorney, authorising the signatory of the Bid, to commit the Bidder, as per format provided in **Annexure 8**, along with submission of Bid. At the RfP Stage, the Bidder should provide required Board Resolutions committing 100% of equity requirement.

2.5.1.3 The Bidder must furnish the relevant details of financial and technical requirements to meet the qualifying criteria in accordance with clauses 2.1.3 and 2.1.4 in the formats given in **Annexure 9**.

2.5.1.4 The Lead Member of the Consortium is not allowed to be changed. If the Bidding Company intends to form a Consortium after submission of the RfQ, then the Bidding Company shall be the Lead Member of such Consortium and shall fulfill all the requirements of RfQ, including technical requirements. No change in composition of a Consortium or a change from Bidding Company to Consortium or a Change in Ownership shall be permitted in the period between thirty days prior to Bid Deadline and issuance of Letter of Intent. Accordingly, no request for a proposed change in composition of a Consortium or request for approval of the Change in Ownership shall be entertained during this period.

Subject to the above and to the provisions of clause 2.5.1.6 any request for change in the membership of the Consortium or, change from Bidding Company to Bidding Consortium may be considered only upon the Bidder making a prior written application to the Procurer/Authorised Representative seeking its approval for such change. In case of a Change in Ownership, the Bidding Company or Lead Member in case of a Consortium shall make a request for approval of such change within seven (7) days of such Change in Ownership

Any such change may be permitted, provided that the Bidder after such change is qualified as required by the provisions of the RfQ, including technical and financial requirements and also meets the provisions of clause 2.5.1.5 and clause 2.5.1.6.

The Procurer/ Authorised Representative reserves the right to seek additional information from the Bidder, if considered necessary. The Procurer/ Authorised Representative shall convey its decision on the request within fifteen (15) days

from the date of receipt of complete information from the Bidder making the request, as required by the Procurer/ Authorised Representative.

It is clarified that a Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RfQ document for such Project.

Requirement relating to equity lock-in would be as specified in the RfP.

2.5.1.5 Subject to the condition that after the Change in Ownership the Bidder shall be qualified as required by the provisions of the RfQ, including technical and financial qualification, a Change in Ownership may be permitted in the following cases:

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

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

## **2.5.2 Additional provisions in case of Bids submitted by a Bidding Consortium**

2.5.2.1 Omitted

2.5.2.2 The Bid shall contain a Joint Deed Agreement entered into between the Consortium Members (**Annexure 7**). Each Member of the Consortium shall duly sign the Joint Deed Agreement, making each of the Consortium Members, liable for raising the required funds for their respective equity investment commitment in the format given at **Annexure 7**. In the absence of such a document, the Bid would not be considered for evaluation and will be rejected. Provided further that the Lead Member of the Bidding Consortium will be required to be liable to the extent of 100% of the total proposed commitment of equity investment of the Bidding Consortium, i.e. for both its own liability as well as the liability of other

Members . Provided further that the Joint Deed Agreement shall not be amended without the explicit approval of the Procurer/ Authorised Representative.

2.5.2.3 The Bid shall also contain signed letters (“Letter of Consent”) submitted by each Member, stating that the entire Bid has been reviewed and each element of the Bid is agreed to and stating the investment commitment for the envisaged Project.

## 2.6 Due dates

2.6.1 The Bidder should submit the Bid so as to reach the following address **by 12.00 hrs on 19.12. 2008:**

Director (Technical), Gidderbaha Power Limited  
 Thermal Shed No. T-2, Punjab State Electricity Board  
 Near Railway crossing No. 22  
 Patiala -147001, (Punjab) India.

2.6.2 Important tentative deadlines are mentioned below:

Event	Date
Commencement of sale of RfQ documents	31.10.2008
Last date of Submission of Response to RfQ	19.12.2008

## 2.7 Method of submission

2.7.1 The Bid is to be submitted in a sealed envelope which should be transcribed in the following way;

“Bid for supply of power to PSEB Punjab”

To,

Er. K.B.Kansal, Director (Technical),  
 Gidderbaha Power Limited.  
 Thermal Shed No.: T-2, Punjab State Electricity Board  
 Near Railway crossing No. 22  
 Patiala -147001, Punjab, India

From :

“Name of the Bidder ”

2.7.2 This envelope should also contain a covering letter as per the format provided in **Annexure 5** of this document.

2.7.3 The Bidder has the option of sending his Bid by registered post or submitting the Bid in person so as to reach the Procurer/ Authorised Representative at the designated address by the time and date stipulated by the Procurer/ Authorised

Representative. Bid submitted by telex/ telegram/ fax shall not be considered under any circumstances. The Procurer/ Authorised Representative shall not be responsible for any delay in receipt of the Bids. Any Bid received by the Procurer/ Authorised Representative after the deadline for submission of the Bids stipulated by the Procurer/ Authorised Representative shall not be opened.

- 2.7.4 All pages of the Bid submitted must be initialed by the authorised signatory on behalf of the Bidder.
- 2.7.5 The Bid shall be submitted in one original + 2 (two) copies (placed in one envelope as mentioned in clause 2.7.1). No change or supplemental information to a Bid will be accepted after the scheduled date and time of submission of Bid. The Procurer/ Authorised Representative reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid.
- 2.7.6 If the envelope is not sealed and not marked as per the requirement, the Procurer/ Authorised Representative will assume no responsibility for the Bid's misplacement or premature opening.

## **2.8 Bid Preparation**

- 2.8.1 The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions. Procurer/Authorised Representative shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 2.8.2 Bidders should note that
- i) All the information should be submitted in English language only.
  - ii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
  - iii) Bids that are incomplete, which do not substantially meet the requirements prescribed in this RfQ, will be liable for rejection by the Procurer/ Authorised Representative.
  - iv) Bids not submitted in the specified formats will be liable for rejection by the Procurer/ Authorised Representative.
  - v) All pages of the Bids submitted must be initialed by the authorised signatories on behalf of the Bidder.
  - vi) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

## **2.9 Enquiries/Clarifications**

Enquiries/ clarifications may be sought by the Bidder from:

Er.K.B.Kansal, Director (Technical)	Phone (Off): +91 175 2213038
-------------------------------------	------------------------------

Gidderbaha Power Limited	Telefax: + 91 175 2303924
Contact Address:	E-mail: gpl.pseb@gmail.com
Thermal Shed No. T-2, Punjab State Electricity Board, Near Railway crossing No. 22, Patiala –147001, Punjab, India.	

### 2.10 Right of the Procurer to reject a Bid

Procurer/ Authorised Representative reserves the right to reject all or any of the Bids or cancel the RfQ without assigning any reasons whatsoever and without any liability.

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

## 3.0 EVALUATION CRITERIA

### 3.1 The Bid evaluation process comprises of the following two steps:

1. Step I – Responsiveness check
2. Step II – Bid evaluation

### 3.2 Step I - Responsiveness check

3.2.1 The Bid submitted by the Bidder shall be scrutinised to establish “Responsiveness”. Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Bids not received by the due date and time
- ii) Sufficient information not submitted in the Bid to be evaluated and/or information not submitted in specified formats
- iii) Bid not signed by authorised signatory and / or sealed in the manner and to the extent indicated in this RfQ Document
- iv) Bid not including the covering letter as per format in Annexure 5
- v) Bid submitted by a Bidding Consortium not including the Joint Deed Agreement
- vi) Bids having Conflict of Interest
- vii) The Bidder has not submitted a disclosure as per Annexure 11

- viii) Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Procurer/ Authorised Representative.

### **3.3 Step II - Bid evaluation**

- 3.3.1 Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under clause 4 - Formats. This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium.
- 3.3.2 The Bidding Company or Bidding Consortium must fulfill the minimum financial and technical requirement mentioned in clauses 2.1.3 and 2.1.4.
- 3.3.3 If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company only shall be considered. If the Bid is submitted by a Bidding Consortium, then
- i. The financial requirement to be met by each Member in Bidding Consortium shall be in proportion to the equity commitment by each of them;
  - ii. The technical experience criteria shall be met by the Lead Member of the Consortium;
  - iii. The technical and financial capability of a particular company shall not be used by more than one Member of a Bidding Consortium;
- 3.3.4 The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 2.1.4) and financial capability (mentioned in clause 2.1.3) of a Parent or its Affiliates for the purpose of Bid Evaluation. If a Bidding Company or a Member in a Bidding Consortium wishes to take benefit of the technical and financial capability of its Parent or its Affiliates, it will have to submit legally binding undertaking supported by a Board Resolution in the RfP stage from its Parent or its Affiliates that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Parent or its Affiliates and in the event of any default, the same shall be met by the Parent or its Affiliates. Moreover, the Bidding Company or the Consortium Member shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Company Secretary and one of the Directors of the Bidding Company / Consortium Member.

#### **4 FORMATS OF RESPONSE TO RfQ**

4.1 This clause prescribes the formats for submission of information to ensure that information and data collected from each Bidder is interpreted in a consistent manner. Hence it is required that all Bidders submit information as per the formats indicated below.

#### **4.2 Bidder Information**

4.2.1 The formats required to be submitted by the Bidder under Bidder information are attached to this document. Attention of the Bidders is specifically drawn to the requirement that each format relating to Financial and Technical requirement as given in **Annexure 9** has to be duly signed by the Managing Director/ Chief Executive Officer, being a full time director on the Board of the Company/ Manager\* and the Statutory Auditor. In case of a Bidding Consortium each Member shall submit information about its financial and the Lead Member, about its technical requirement in separate formats as prescribed.

\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

#### **4.2.2 Information about the Bidder**

Following documents/information shall be submitted by the Bidder along with its Bid

##### **4.2.2.1 For a Bidding Company**

Last five years unconsolidated/consolidated audited annual accounts (in accordance with Clause 2.1.5) for the calculation of Internal Resource Generation, Net Worth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, Profit & Loss account, profit appropriation, cash flow statement, notes to accounts, auditors report).

##### **4.2.2.2 For a Bidding Consortium**

- i. Name of the Lead Member of the consortium {as per Annexure 4}
- ii. The role of each Member in Bidding Consortium {as per Annexure 4}
- iii. A letter of consent from each Member committing a specific investment.
- iv. A signed Joint Deed Agreement between the Members in a Bidding Consortium {as per Annexure 7}
- v. For each Member in Bidding Consortium,

- Last five years unconsolidated/consolidated audited annual Accounts (in accordance with clause 2.1.5) for the calculation of Internal Resource Generation, Networth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, Profit & Loss account, profit appropriation, cash flow statement, notes to accounts, auditors report).

## 5. Checklist for Bidders

The Bidder may use the following checklist to ensure that the Bid is complete:

- i) Covering Letter (Annexure 5)
- ii) Joint Deed Agreement between Members in a Bidding Consortium (Annexure 7)
- iii) Power of Attorney in favour of authorised signatory (Annexure 8)
- iv) Letter of consent from all Members in a Bidding Consortium.
- v) Initialing of all pages of Bid by authorised signatory of the Bidder
- vi) Executive Summary (Annexure 4)
- vii) Last five years Annual Reports containing unconsolidated/ consolidated audited accounts (in accordance with Clause 2.1.5), directors' report, etc. of Bidding Company or each of the Member in case of a Bidding Consortium and/or Parent/Affiliates if their technical and/or financial credentials have been taken into consideration for meeting qualification requirements
- viii) Formats relating to financial and technical requirements (Annexure 9).
- ix) Disclosure regarding participation of any related company in this bid process (Annexure 11)
- x) Any other necessary information and documents as required under the RfQ.

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

## ANNEXURE 1

### INFORMATION ON THE PROCURER

- ENCLOSURE-1: Last three years available annual audited accounts
- ENCLOSURE-2 : Aggregate technical and commercial losses for last three years as available
- ENCLOSURE-3: Details regarding existing tariff structure, consumer base etc
- ENCLOSURE-4: Business forecast

(Also provided in the compact disk enclosed with this document)

## ANNEXURE 2

### FORMAT OF JOINT DEED AGREEMENT AMONG THE PARTICIPATING DISTRIBUTION LICENSEES

- Not Applicable -

## ANNEXURE 3

### LETTER OF CONSENT FROM THE DISTRIBUTION LICENSEE

#### OFFICE OF THE SECRETARY

Punjab State Electricity Board  
The Mall, Patiala – 147001

**Subject: - Regarding issue of RfQ documents for Gidderbaha Thermal Power Project**

Punjab State Electricity Board as Procurer gives its consent to go ahead with the bidding process for development of 2400 MW  $\pm$  10% Contracted Capacity Gidderbaha Thermal Power Project. The RfQ documents for Gidderbaha Thermal Power Project have been reviewed by Punjab State Electricity Board.

**Sd/-  
Secretary  
PSEB, Patiala**

# ANNEXURE 4

## EXECUTIVE SUMMARY

### Executive Summary

1.1.a Name of the Bidding Company/ Bidding Consortium

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

1.2 Details of the Bidding Consortium

Sl. No.	Name of the Company	Role Envisaged	Details of the experience and financial capability

1.3 Details of the contact person

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

Signature \_\_\_\_\_

For

\_\_\_\_\_  
Bidder's Rubber Seal and Full Address

Date:

Place:

## ANNEXURE 5

### FORMAT OF COVERING LETTER

**(On the Letter Head of Bidding Company/ Lead Member)**

Bidder's Name:  
Full Address:  
Telephone No.:, E-mail address:, Fax / No.:

To,  
Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Sub:- Supply of power on long term basis at the Generator Switch Yard  
Ref:- **RfQ dated 31.10.2008**

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RfQ document for supply of power on long-term basis at the Generator Switch Yard Bus-bar hereby submit our Bid. We confirm that neither we nor any of our Parent/ Affiliate/ Ultimate Parent has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfQ document.

CONTACT PERSON

Details of contact person are furnished as under:

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

We are enclosing herewith the Bid with duly signed formats, in 1 original + 2(two) copies as desired by you in RfQ for your consideration.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ of 2008

The period of validity of the Bid to RfQ shall not be less than one hundred and eighty (180) days from the last date of submission of Bid.

Thanking you,  
Yours faithfully,

(Signature, Name, Designation and Seal)\*

Business Address:

Name and address of principal Officer.

\* To be signed by Managing Director/ Chief Executive Officer who should also be full time director on the Board of the Bidding Company/Manager\*\*/ Lead Member in case of Consortium.

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

## ANNEXURE 6

### Model Power Purchase Agreement

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

## ANNEXURE 7

### FORMAT FOR JOINT DEED AGREEMENT AMONG THE BIDDING CONSORTIUM MEMBERS

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

FORM OF JOINT DEED AGREEMENT BETWEEN  
M/S....., M/S.....,  
M/S..... AND M/S.....  
FOR (-----)  
AS PER SECTION 2.5.2.2 OF REQUEST FOR QUALIFICATION (RfQ)  
BID DOCUMENT NO. (-----)

THIS Joint Deed Agreement executed on this..... day of ..... Two thousand..... between M/s..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-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), M/s ..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-4", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into the Power Purchase Agreement (in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. (----) for (-----) of [Name of the Distribution Licensee] a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_ or constituted under Section-5 of the Electricity (Supply) Act, 1948] or its authorised representative (hereinafter called the Procurer).

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

WHEREAS, the Procurer/Authorised Representative had invited Bids for Qualification vide its (RfQ dated )

AND WHEREAS Section 2.5.2.2 of the RfQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Procurer wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the Award of the Contract(s) by the Procurer/Authorised Representative to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the RfQ for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here)..
2. The Lead Member is hereby authorised by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) is/shall be in the following proportion: (if applicable)

Name	Percentage
Partner 1	---
Partner 2	----
Partner 3	----
Partner 4	----
Total	100%

6. The Lead Member 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.
7. In case of any breach of any of the equity investment commitment by any of the

- Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
  9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
  10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Patiala alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
  11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of Procurer, as stipulated in the bidding documents (RfQ/RfP and Power Purchase Agreement), jointly, on behalf of the Consortium Members, in favour of the Procurer.
  12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the Procurer.
  13. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RfQ/RfP and for the purposes of the Project.
  14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of the Punjab State Electricity Board.

#### This Joint Deed Agreement

- (a) has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- (b) sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Partners and with prior written consent of Punjab State Electricity Board.

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

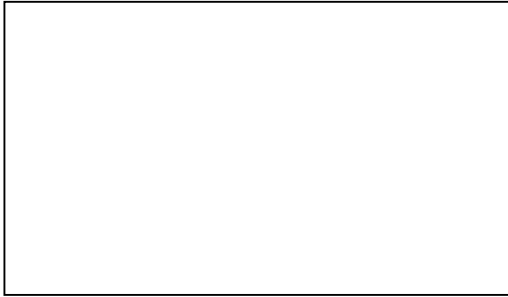
For M/s .....

(Partner 1)

1 (Signature of the authorized representative)

Name.....  
Designation.....

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....

Signature.....  
Name.....  
Designation.....

For M/s .....

(Partner 2)

2 (Signature of the authorized representative)  
Name.....  
Designation.....

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated.....

Signature.....  
Name .....

Signature.....  
Name.....  
Designation.....

For M/s .....

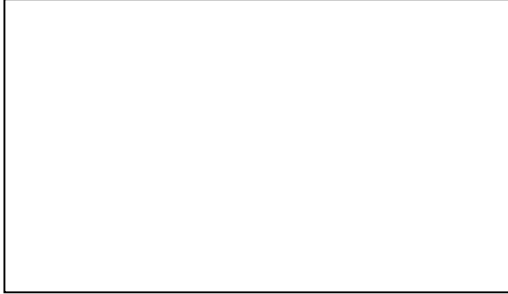
(Partner 3)

3 (Signature of the authorized representative)

Name.....

Designation.....

Place for Affixing Common Seal



Common Seal of M/s.....

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....

Name .....

Designation.....

Signature.....

Name.....

Designation.....

For M/s .....

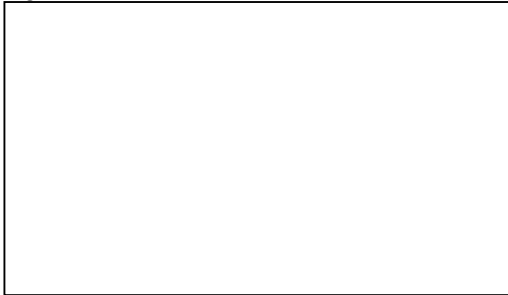
(Partner 4)

4 (Signature of the authorized representative)

Name.....

Designation.....

Place for Affixing Common Seal



Common Seal of M/s.....

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....

Name .....

Designation.....

Signature.....

Name.....

Designation.....

Note: Copy of Board resolution for executing JDA and affixing the Common seal of the company duly authenticated by Company Secretary is also required to be enclosed.

**ANNEXURE 8**

**Format for Power of Attorney for Signing Bid**

**POWER OF ATTORNEY**

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

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of .....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of [Insert name of Project] in the country of India, including signing and submission of all documents and providing information / Bids to [Insert Name], representing us in all matters before [Insert Name], and generally dealing with [Insert Name] in all matters in connection with our bid for the said Project.

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

For \_\_\_\_\_

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

Place for Affixing Common Seal



Common Seal of M/s.....

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....

Signature.....

Name .....

Designation.....

Name.....

Designation.....

Signature and stamp of Notary of the place of execution

DATE:

Note:

- (1) To be executed by all the Members in case of a Consortium.
- (2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under **common seal** affixed in accordance with the required procedure.
- (3) Copy of Board resolution for executing Power of Attorney and affixing the Common seal of the company duly authenticated by Company Secretary is also required to be enclosed.

## ANNEXURE 9

### FORMATS FOR TECHNICAL and FINANCIAL REQUIREMENT

Annexure 9A	Formats for Financial Requirements to be filled by Bidding company/ each Member in Bidding Consortium
Annexure 9A1	Format for Internal Resource Generation
Annexure 9A2	Format for Networth
Annexure 9A3	Format for Annual Turnover
Annexure 9B	Formats for Financial Requirements for Consortium to be filled by Lead Member
Annexure 9B1	Format for Internal Resource Generation
Annexure 9B2	Format for Networth
Annexure 9B3	Format for Turnover
Annexure 9C	Format for Technical Experience to be filled by Bidding Company/ Lead Member
Annexure 9D	Formats for Technical and Financial Requirement to be filled by Parents/Affiliates

**ANNEXURE 9 A****To be filled by Bidding Company/ Each Member in a Consortium****FORMATS FOR FINANCIAL REQUIREMENT****Annexure 9A1****FORMAT FOR FINANCIAL REQUIREMENT – INTERNAL RESOURCE GENERATION****[on the letter head of Bidding Company/Each Member in a Bidding Consortium]**

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the \_\_\_\_\_ [insert name of the Bidding Company/Member in a Bidding Consortium] had Internal Resource Generation equal to at least Rs. 7.92 billion or equivalent US\$ computed as five times the maximum internal resource generated based on audited annual accounts during any of the last five financial years. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

**Exhibit (i): Applicable in case of Bidding Company**

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

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Internal Resource Generation (Rs. Crore)	Five times the Internal Resource Generation (Rs. Crore)
Company 1			

---			
---			
Total			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

(To be filled by each Member in a Bidding Consortium separately)

Internal Resource Generation Requirement to be met by [insert name of the Member] in proportion to the Equity Commitment: Rs. \_\_\_\_\_ Crore (Equity Commitment (%) \* Rs. 7.92 Billion).

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

Name of Member:-[Insert Name of Member]

Name of Company	Relationship with Member	Internal Resource Generation (Rs. Crore)	Five times the Internal Resource Generation (Rs. Crore)
Company 1			
---			
---			
Total			

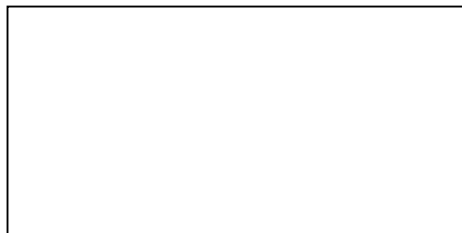
\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 9D has to be filled for each of such companies.

Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

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

Date;  
Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....

Signature.....  
Name.....  
Designation.....

**Note:**

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director/Manager\*\* and Statutory Auditor of the Bidding Company or Member, in case of a Consortium.
2. Along with the above format, in a separate sheet, details of computation of Internal Resource Generation duly certified by Statutory Auditor.

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

- (a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
- (b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO. ”

**Annexure 9A2****FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH  
[on the letter head of Bidding Company/Each Member in a Bidding Consortium]**

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

**Dear Sir,**

**Sub:** Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the Bidding Company/Member in a Bidding Consortium had a minimum Networth of Rs. 10.0 billion or equivalent US\$ based on audited annual accounts of any of the last three (3) financial years. This Networth has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

**Exhibit (i): Applicable in case of Bidding Company**

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

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Networth (Rs. Crore)
Company 1		
---		
---		
<b>Total</b>		

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

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

Name of Member: [Insert name of the Member]

Networth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----  
-----Crore (Equity Commitment (%) \* Rs. 10.0 Billion)

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

Name of Company	Relationship with Member* Parent/ Affiliate	Networth (Rs. Crore)
Company 1		
---		
---		
<b>Total</b>		

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

**Signature of  
Chief Executive Officer/Managing Director/Manager\*\***

**Signature and Stamp of  
Statutory Auditor**

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

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....  
Date;

Signature.....  
Name.....  
Designation.....

Note:

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

- (a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
- (b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO. ”

**Annexure 9A3****FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER  
[on the letter head of Bidding Company/Each Member in a Bidding Consortium]**

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the Bidding Company/Member in a Bidding Consortium had a Annual Turnover of Rs. 24.0 billion or equivalent US\$ based on one of the last three years audited annual accounts. This Turnover has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

**Exhibit (i): Applicable in case of Bidding Company**

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

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Annual Turnover (Rs. Crore)
Company 1		
---		
---		
Total		

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

( To be filled by each Member in a Bidding Consortium separately)

Name of Member:[Insert Name of Member]

Turnover Requirement to be met by Member in proportion to the Equity Commitment:  
 Rs. -----Crore (Equity Commitment (%) \* Rs. 24.0 Billion).  
 For the above calculations, we have considered Turnover by Member in a Bidding Consortium and/ or Parent/ Affiliate for financial year \_\_\_\_\_ as per following details:

Name of Company	Relationship with Member* Parent/ Affiliate	Annual Turnover (Rs. Crore)
Company 1		
---		
---		
<b>Total</b>		

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

Signature of  
 Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
 Statutory Auditor

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

Place for Affixing Common Seal



Common Seal of M/s.....  
 have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
 Name .....  
 Designation.....

Signature.....  
 Name.....  
 Designation.....

Date;

Note:

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

## ANNEXURE 9 B

### To be filled by Lead Member of the Consortium

#### FORMATS FOR FINANCIAL REQUIREMENT

#### Annexure 9B1

#### FORMAT FOR FINANCIAL REQUIREMENT- INTERNAL RESOURCE GENERATION

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

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project]

We certify that the Bidding Consortium had Internal Resource Generation equal to at least Rs. 7.92 billion or equivalent US\$ computed as five times the maximum internal resource generated during any of the last five years audited annual accounts. This Internal Resource Generation has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ

Name of Member Company in a Bidding Consortium	Equity Commitment (%)	Internal Resource Generation Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore)	Internal Resource Generation of Members (Rs. Crore)*	Internal Resource Generation eligible to be counted (lower of (3) and (4))
(1)			(4)	

	(2)	(3)	(5)
Member 1			
---			
---			
Total Internal Resource Generation of Consortium for Financial Qualification Requirement			[Not to be filled]

\*These figures should be based on the figures in Annexure 9A1

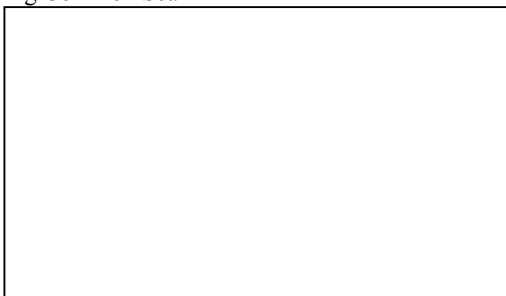
Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

(Please also affix common seal of Lead Member)

Date:

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....  
Date;

Signature.....  
Name.....  
Designation.....

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

**Annexure 9B2****FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH  
[on the letter head of Lead Member in a Bidding Consortium]**

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

**Sub:** Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the Bidding Consortium had a minimum Networth of Rs. 10.0 billion or equivalent US\$ based on any one of the last three years audited annual accounts. This Networth has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

Name of Member in a Bidding Consortium	Equity Commitment (%)	Networth Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore)	Networth of Members*	Networth eligible to be counted (lower of (3) and (4))
(1)	(2)	(3)	(4)	
<b>Member 1</b>				
---				
---				
<b>Total Networth of Consortium for Financial Qualification Requirement</b>			[Not to be filled]	

*\*These figures should be based on the figures in Annexure 9A2*

Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

(Please also affix common seal of Lead Member)  
Date;

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....

Signature.....  
Name.....  
Designation.....

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

**Annexure 9B3****FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER  
[on the letter head of Lead Member in a Bidding Consortium]**

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

**Sub:** Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the Bidding Consortium had a Annual Turnover of Rs. 24.0 billion or equivalent US\$ based on one of the last three years audited accounts. This Turnover has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

Name of Member in a Bidding Consortium	Equity Commitment (%)	Turnover Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore)	Turnover of Members*	Turnover eligible to be counted (lower of (3) and (4))
(1)	(2)	(3)	(4)	
<b>Member 1</b>				
---				
---				
<b>Total Turnover of Consortium for Financial Qualification Requirement</b>			[Not to be filled]	

*\*These figures should be based on the figures in Annexure 9A3*

Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

(Please also affix common seal of Lead Member)

Date;

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....

Name .....

Designation.....

Signature.....

Name.....

Designation.....

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

## ANNEXURE 9 C

### To be filled by Bidding Company/ Lead Member of the Consortium

#### FORMATS FOR TECHNICAL REQUIREMENT

#### FORMAT FOR TECHNICAL REQUIREMENT

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

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that the Bidding Company/Lead Member has experience of developing projects in the last 10 years whose aggregate capital cost is not less than Rs. 19.80 billion. Out of these projects, the capital cost of at least one project is equivalent or more than Rs. 3.30 billion. This Technical Requirement has been calculated in accordance with instructions provided in clause 2.1.4 of the RfQ and on the basis of following projects:

Sl No	Name of Bidding Company/ Lead Member / or their respective Parent / Affiliates	Relationship with Bidding Company/Lead Member*	Project Name	% of Equity held from the time of Financial Closure to the commissioning/ completion of the Project by	Nature of Project	Project Cost (Rs. Crore)	Date of Completion/ commissioning

				the company mentioned in column 2.			
1.	2.	3.	4.	5.	6.	7.	8.
1				Project 1			
2	---			---			
3	---			---			
	Total						

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

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

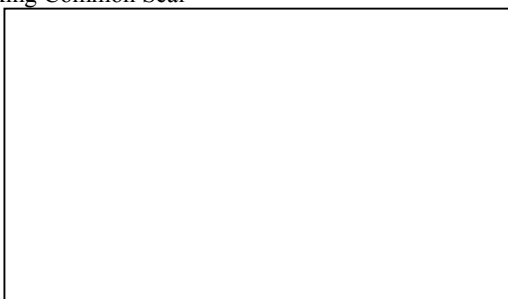
Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

(Please also affix common seal of Bidding Company/ Lead Member)

Date.

Place for Affixing Common Seal



Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....

Signature.....  
Name.....  
Designation.....

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

\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

## ANNEXURE 9 D

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

#### FORMATS FOR FINANCIAL AND TECHNICAL REQUIREMENT

[On the letter head of Parent / Affiliate whose financial and/ or technical capability has been taken as per clause 3.3.4]

To,

Director (Technical),  
Gidderbaha Power Limited.  
Thermal Shed No.: T-2, Punjab State Electricity Board  
Near Railway crossing No. 22  
Patiala -147001, Punjab, India

Dear Sir,

Sub: Response to RfQ for Tariff Based Bidding Process for Gidderbaha Thermal Power Project

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium] as per the provisions of the RfQ and that our Networth for the year \_\_\_\_, Internal Resource Generation for the year \_\_\_\_ and Turnover for the year \_\_\_\_ is as given below. The said Internal Resource Generation, Networth and Annual Turnover has been calculated in accordance with instructions provided in clause 2.1.3 of the RfQ.

#### **Exhibit (i): Financial Parameters (as applicable)**

Parameter	Rs. Crores	Financial Year
Internal Resource Generation		
Networth		
Annual Turnover		

**Exhibit (ii): Technical parameters (as applicable)**

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium] as per RfQ and that we have experience of developing projects in the last 10 years whose aggregate capital cost is Rs.19.80 billion. This Technical Requirement has been calculated as per the instructions provided in the clause 2.1.4 of the RfQ on the basis of following projects:

Sl No	Project Name	% of Equity held from the time of Financial Closure till the commissioning/ completion of the Project by the company	Nature of Project	Project Cost (Rs. Crore)	Date of Completion/ commissioning
1.	2.	3.	4.	5.	6.
1	Project 1				
2	---				
3	---				

Further, it is certified that [ insert name of companies in column No. 2] have/has held at least 26% equity in the [insert name of the project mentioned in column no. 4] from the Financial Closure to the time of commissioning of the corresponding project.

Signature of  
Chief Executive Officer/Managing Director/Manager\*\*

Signature and Stamp of  
Statutory Auditor

(Please also affix common seal Parent/ Affiliate)

Date;

Place for Affixing Common Seal

Common Seal of M/s.....  
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution dated .....

Signature.....  
Name .....  
Designation.....

Signature.....  
Name.....  
Designation.....

Note:

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director/ Manager\*\* and Statutory Auditor of the Parent/ Affiliate.
2. Along with the above format, in a separate sheet, details of computation of Networth, Internal Resource Generation and Annual Turnover duly certified by Statutory Auditor.

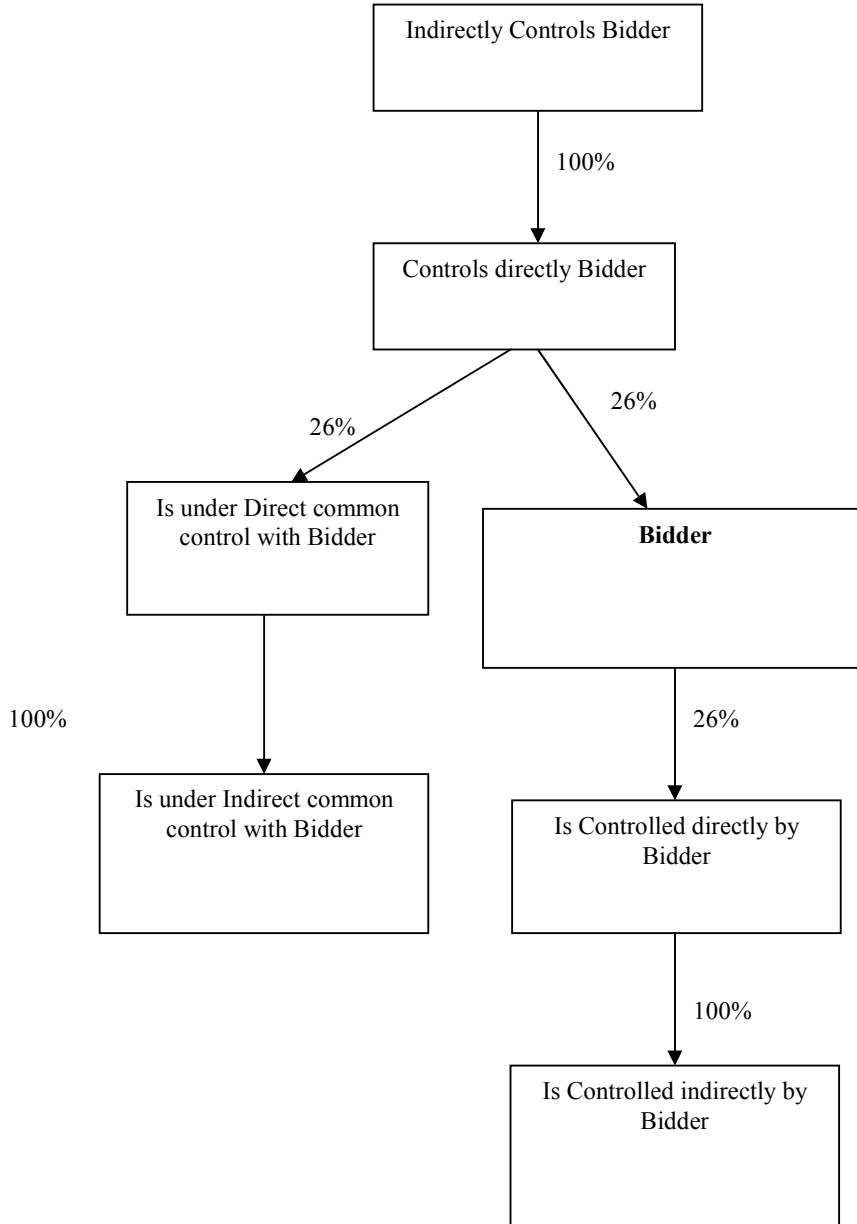
\*\* Wherever the format is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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

# ANNEXURE 10

## ILLUSTRATION OF AFFILIATES



**Annexure 11****FORMAT OF DISCLOSURE****[On the letterhead of Bidding Company/Each Member in a Bidding Consortium]****Disclosure**

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

S.No.	Name of the Company	Relationship

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

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

Signature of  
Chief Executive Officer/Managing  
Director/ Manager\*\*

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

\*\* Wherever the disclosure is signed by the Manager of the Company, it will also be permissible subject to the following two conditions:

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

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