

**Madhya Pradesh Paschim Kshetra
Vidyut Vitran Co. Ltd., Indore**
(A wholly-owned Govt. of MP Undertaking)

Request for Proposal

For the Appointment of Distribution Franchisee for distribution and supply of electricity in Dewas District

**RFP (Tender Specification) No. CMD / SE (BD) /
Distribution of Elect. /2011 /03 / Dewas /12308**



Issued by:
Chief Engineer (Commercial)
O/o CMD(WZ)
Madhya Pradesh Pashchim Kshetra Vidyut Vitaran Company
Limited
(A wholly owned Govt. of MP Undertaking)
GPH, Polo Ground, Indore 452003



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**MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITARAN COMPANY LIMITED
(A WHOLLY OWNED GOVT. OF M.P.UNDERTAKING)
GPH, Polo Ground, Indore 452003**

This Request for Proposal document for appointment of Distribution Franchisee for distribution and supply of electricity in Dewas District is issued by Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.

This RFP is issued to -

M/s.

.....
.....

Signature :

**Chief Engineer (Commercial)
O/o CMD(WZ) GPH, Polo Ground, MPPKVVCL,
Indore 452003**

E-mail : cecomwz@gmail.com

DISCLAIMER

1. This document is not transferable.
2. This Request for Proposal is not an agreement or offer by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* to the prospective Bidders or any other party.
3. Though care has been taken while issuing the RFP, the Bidder(s) should satisfy himself that RFP is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office from any Bidder(s) within ten days from the date of issue of RFP, then this office shall consider that the RFP complete in all respect has been received by the Bidder(s).
4. This document is not intended to provide basis of any investment decision to be made by any Bidder(s) and each prospective Bidder must make his own independent assessment of the Project.
5. *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* reserves the right, without prior notice, to change, modify or alter the RFP at any time before the Bid Deadline without assigning reasons thereof. Such a change would be intimated to all parties procuring this document.
6. Neither *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* nor its employees, consultant or agent appointed or designated by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* will have any liability to any prospective Bidder or any other person under law, equity or contract, or otherwise for any loss, expense outgoings or damage which may arise from or be incurred in connection with anything contained in the RFP, any matter deemed to form part of the RFP, the award of the Project, the project information and any other information supplied by or on behalf of *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* or their employees, any consultants or agents or otherwise arising in any way from the selection process for the Project.
7. This RFP may be withdrawn or cancelled by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* at any time without assigning any reason thereof. *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* reserves the right to reject any or all of the Bids submitted in response to this RFP at any stage without assigning any reason whatsoever.
8. Nothing in the RFP should be relied upon as a promise or representation as to the future.
9. The parties agree that this RFP is not confidential.

INTRODUCTION

Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore is a Company incorporated under the provisions of the Companies Act, 1956 and is a Government of Madhya Pradesh Undertaking. The Distribution Licensee is engaged in the functions of distribution and retail supply of electricity in Ujjain and Indore regions in the State of Madhya Pradesh, which includes Dewas District.

Dewas District comes under Ujjain Region in *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*. The geographical area of Dewas District is about 7,020 sq kms. with a population of approximately 15.63 Lakh (As per 2011 Census). The goal set forth by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* is to bring about operational efficiency, reduction in losses in the Franchisee Area and the Consumers in the Franchisee Area are provided the improved services in terms of quality, reliability and consistency in the supply of electricity.

In terms of the above *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* invites interested parties to purchase RFP and to participate in the Bidding Process for selection of a franchisee for distribution and retail supply of electricity in Dewas District on the basis of competitive bidding.

SUMMARY SHEET

Project summary	:	Appointment of Franchisees for distribution of electricity along with operation and maintenance of the Distribution System in the Franchisee Area as per the provisions under Sec 14 of Electricity Act, 2003
Franchisee Area	:	Dewas District
Cost of RFP	:	Rs.10,000/- (Rs. Ten Thousand) only by way of Demand Draft / Banker's cheque /Pay order drawn on a nationalized/scheduled bank in favour of "MPPKVV Co. Ltd." payable at Indore.
Document Processing Fee	:	Rs.50,000/- (Rs. Fifty thousand) only by way of Demand Draft / Banker's cheque /Pay order drawn on a nationalized/scheduled bank in favour of " MPPKVV Co. Ltd." payable at Indore.
Earnest Money Deposit	:	Rs. 4.00 Crores (Rs. Two crores) only by way of Bank Guarantee in prescribed proforma or in the form of Demand Draft / Banker's cheque /Pay order drawn on a nationalized/scheduled bank in favour of "MPPKVV Co. Ltd." payable at Indore.
Pre-bid conference	:	25 th July'2011, 11:30 Hrs. at O/o Chief Engineer (Commercial), O/o CMD (WZ), MPPKVVCL, GPH, Pologround, Indore.
Last date for sale of bid Documents	:	9 th August'2011 upto 12:00 Hrs.
Last date and time of receipt of Bids	:	03 rd September'2011 upto 15:00 Hrs.
Due date of opening of Technical Bids	:	03 rd September'2011 at 16:00 Hrs.
Opening of Price Bid	:	22 nd September'2011 at 16:00 Hrs.
Place of opening	:	Chief Engineer (Commercial), Office of CMD (WZ), MPPKVVCL, GPH, Pologround, Indore.
Bid to be addressed to	:	The Chief Engineer (Commercial), Office of CMD (WZ), MPPKVVCL, GPH, Pologround, Indore
Telephone No.	:	0731-2422045 (Extn. 111)
Fax No.	:	0731-2423300
Web-site	:	http://www.mppkvvcl.org/
Email address	:	cecomwz@gmail.com

DEFINITIONS & INTERPRETATION

DEFINITIONS

For the purpose of this RFP (including all its Schedules and Annexures), the following terms, phrases and their derivations shall have meanings given below, unless the context clearly mandates a different interpretation. Any capitalized term used but not defined in this RFP shall be interpreted in accordance with the Electricity Act, 2003, Supply Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time in that order.

“**Act**” shall mean the Electricity Act, 2003;

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

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

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and “control” means ownership by one company of at least fifty one percent (51%) of the voting rights of the other company. Any bank or financial institution shall not be considered an Affiliate;

“**Agreement Period**” or “**Contract Period**” shall have the meaning ascribed thereto in the Distribution Franchisee Agreement;

“**Appropriate Commission**” shall mean the CERC, or the SERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;

“**AT&C Losses**” shall have the meaning ascribed thereto in the Distribution Franchisee Agreement;

“**Base Year**” shall mean the financial year 2010-11

“**Bid**” shall mean Technical Bid and Price Bid submitted by the Bidder, in response to and in accordance with the terms and conditions of the RFP;

“**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFP specified in Clause 8;

“**Bidder**” shall mean either a single company or a Consortium of companies submitting a Bid in response to the RFP for the Project. Any reference to the Bidder includes Bidding Company, Bidding Consortium/ Consortium, Member in a Bidding Consortium and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

“**Bidding Company**” shall refer to such single company that has made a Bid in response to RFP for the Project;

“**Bidding Process**” shall mean the process of competitive bidding undertaken by the Distribution Licensee for the selection of the Distribution Franchisee for a specific Franchisee Area;

“**Bidding Consortium or Consortium**” shall refer to a group of companies that has collectively made a Bid in response to RFP for the Project;

“Complaints” shall mean any written or electronic correspondence by a Consumer expressing dissatisfaction with services or product;

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

“Consortium Member” or **“Member”** shall mean each company in the Bidding Consortium;

“Consumer” or **“Consumers”** shall mean any person who is supplied with electricity for his own use in the Franchisee Area and includes any person whose premises in the Franchisee Area are for the time being connected for the purpose of receiving electricity, person who has applied for an electricity connection, person whose supply is not yet connected or whose electricity supply has been disconnected. A “Low tension Consumer (LT Consumer)” / “High tension Consumer (HT Consumer)” shall mean a Consumer who has been supplied power by the Licensee at voltage as specified in Supply Code for the respective category, until and unless specified otherwise;

For the purpose of this Request for Proposal the word “Consumer” does not include the Consumer at voltage level higher than 33 kV;

“Distribution” shall mean the conveyance and supply of electricity by means of Distribution System;

“Distribution Assets” shall refer to the assets existing as on the Effective Date and those created thereafter beyond the Input Points for Distribution of electricity including 33kV, 11kV and LT lines, both overhead and underground, electrical plants, 33/11kV substations, control rooms, control switch gears, Meters having design voltage of 33kV and below, service lines and other similar assets at the Consumer end and other assets created by the Distribution Licensee for Distribution of electricity in the Franchisee Area including the buildings constructed for complaint centres, billing centres, IT centres, collection centres, transformer repair workshops, division/sub-division/distribution centre offices together with furniture and fixtures, IT hardware, software and communication equipments. It shall also include residential buildings presently occupied by the Distribution Licensee staff or which are laying vacant, community halls, other offices, open lands which may not be required by the Distribution Licensee after handing over of the Franchisee Area to the Franchisee;

“Distribution Franchisee” or **“Franchisee”** shall mean the Special Purpose Vehicle (SPV) formed by the Selected Bidder to execute the Distribution Franchisee Agreement for distribution of electricity on behalf of the Distribution Licensee in the Franchisee Area;

“Distribution Franchisee Agreement” or **“DFA”** or **“Agreement”** shall mean the Distribution Franchisee Agreement to be entered into between the SPV (Special Purpose Vehicle), formed by the Selected Bidder solely for the purpose of carrying out the obligations under the Distribution Franchisee Agreement and the Distribution Licensee in the format attached with this RFP and shall include any amendment and modification thereof, from time to time;

“Distribution Licensee” shall mean the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore;

“Document Processing Fee” shall mean a non-refundable amount of Rs. 50,000/- (Rs. Fifty thousand only) to be paid by the Bidder in the manner prescribed in Clause 9 of this RFP and submitted along with the Bid in envelope -1;

“Distribution System” shall mean the system of wires and associated facilities between the Input Points and the point of connection to the installation of the Consumers owned by the Distribution Licensee;

“Earnest Money Deposit” or **“EMD”** shall mean the amount of 4.00 Crores (Rs. Four crores) only by way of Bank Guarantee in prescribed proforma or in the form of Demand Draft / Banker’s cheque /Pay order drawn on a nationalized/scheduled bank in favour of “MPPKV Co. Ltd.” payable at Indore. submitted by the Bidder in the prescribed manner pursuant to Clause 18 of RFP along with the Bid in envelope -1;

“Effective Date” shall mean the date intimated by the Distribution Licensee to the Distribution Franchisee to commence its operations as per the Distribution Franchisee Agreement and such operations are actually commenced by the Distribution Franchisee from such date, i.e., the date of handing over of the Franchisee Area by the Distribution Licensee, which shall not be more than three (3) months from date of execution of the Distribution Franchisee Agreement;

“Electricity Laws” shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission and also includes all directions, guidelines, orders and other requirements notified or given by the regulatory authorities such as the Central Electricity Authority, the regional and state load dispatch center (RLDC/SLDC) and the regulatory commissions including and in particular the MPERC;

“Electricity Supply Code, 2004” or **“Supply Code”** shall mean the Madhya Pradesh Electricity Supply Code, and other related Codes and Regulations issued by the MPERC from time-to-time;

“Engineer-in-charge” shall refer to the Superintending Engineer (O&M) of the Distribution Licensee for the Franchisee Area;

“Franchisee Area” shall mean the area as mentioned in Clause 5 of this RFP in respect of which the Distribution Franchisee shall perform the functions of the Distribution Licensee on its behalf;

“Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the financial requirements set forth in the RFP;

“GoMP” is the abbreviation for Government of Madhya Pradesh;

“Input Energy” or **“Energy Input”** shall refer to the energy input (kWh) in the Franchisee Area accounted for at the Input Point(s) through all the Main Meter and/or Interface Meters;

“Input Point(s)” shall mean the Meter on 33 kV side of 132/33 kV transformers at EHV/HV sub-stations and shall also include such other EHV/HV substations or feeders through which energy shall be fed to the Franchisee Area with effect from the Effective Date during the Term of Agreement;

“Input Rate” shall mean the rate in Rupees per unit (kWh) of electricity as quoted by the Bidder for each year of the Contract Period to be paid by the Franchisee for the electricity supplied by the Distribution Licensee at the Input Point(s), and shall be subject to adjustments from time to time as per provisions of the Distribution Franchisee Agreement;

“Interface Meter” shall mean a Meter used for accounting and billing of electricity, connected at the point of interconnection between electrical systems of generating company, Licensee and Consumers, directly connected to the Inter-State Transmission System or Intra-State Transmission System. For the purpose of Distribution Franchisee Agreement, Interface Meter would be used for accounting and billing

of Input Energy at the point of interconnection between the electrical systems of the Distribution Licensee and Franchisee;

“**Lead Member of the Bidding Consortium**” or “**Lead Member**” shall mean a Member of the Bidding Consortium, which is designated as the leader of the Consortium by all the Members to represent them as the Bidder for this Project;

“**Letter of Award**” shall mean the letter to be issued by the Distribution Licensee to the Bidder, who has been identified as the Selected Bidder for the award of the Project;

“**Meter**” means a device suitable for measuring, indicating and recording consumption of electricity or any other quantity related with electrical system and shall include, wherever applicable, other equipment such as Current Transformer (CT), Voltage Transformer (VT) or Capacitor Voltage Transformer (CVT) necessary for such purpose;

“**MPERC**” is the abbreviation for the Madhya Pradesh Electricity Regulatory Commission;

“**MPPTCL**” shall mean the Madhya Pradesh Power Transmission Company Limited;

“**Parties**” shall mean a reference to the Distribution Franchisee and the Distribution Licensee collectively and “**Party**” shall mean an individual reference to either one of them;

“**Person**” shall include any company or body corporate or association of body of individuals whether incorporated or not or artificial judicial person;

“**Performance Security**” shall mean the security furnished by the Distribution Franchisee to the Distribution Licensee as per the provisions of this RFP;

“**Price Bid**” shall mean the proposal submitted by the Bidder setting out the Input Rate (per kWh) as per the format prescribed at **Annexure XIII** in this RFP for Input Energy to be injected by the Distribution Licensee at the Input Points in the Franchisee Area;

“**Project**” shall mean the Project for Distribution and supply of electricity in the Franchisee Area on behalf of the Distribution Licensee as per the provisions of the Distribution Franchisee Agreement and Electricity Laws;

“**Prudent Utility Practices**” shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring safe and efficient Distribution of electricity, operation and maintenance of Distribution assets, billing and collection of electricity bills etc.

“**Qualification Requirements**” means the qualification requirements as set forth in Clause 10 of this RFP;

“**Qualified Bidder**” shall mean the Bidder who has been selected by the Distribution Licensee for opening of its Price Bid;

“**Request for Proposal**” or “**RFP**” shall mean Request for Proposal document Specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09th June 2011 along with all schedules, annexures, Distribution Franchisee Agreement attached hereto and shall also include any modification or amendment or alteration or clarification thereto;

“Selected Bidder” or “Successful Bidder” shall mean the Bidder selected pursuant to this RFP and to whom the Letter of Award is to be issued by the Distribution Licensee to undertake the Distribution of electricity in the Franchisee Area as per the terms of the Distribution Franchisee Agreement;

“**Special Purpose Vehicle**” or “**SPV**” shall mean the company incorporated or to be incorporated under the Companies Act, 1956 by the Selected Bidder solely for the purpose of carrying out the obligations under the Distribution Franchisee Agreement and to undertake the Distribution of electricity as per the terms of the Distribution Franchisee Agreement;

“**Technical Bid**” shall mean envelope-2 of the Bid, containing the documents as listed out in Clause 20.1.2 of this RFP;

“**Technically Evaluated Entity**” shall mean the company which has been evaluated for the satisfaction of the technical requirements set forth in the RFP;

Interpretation

Save where the contrary is indicated, any reference in this RFP to:

- (a) “including” and “include” shall be construed to mean “including without limitation” and “include without limitation” respectively;
- (b) “INR” or “Indian Rupees” is to the lawful currency from time to time of the Republic of India;
- (c) Words importing the singular shall include the plural and vice versa;
- (d) today shall mean a reference to a calendar day;
- (e) to a month shall mean a reference to a calendar month;
- (f) The headings are for the purpose of identification and shall not affect the interpretation of the provisions and schedules;
- (g) any agreement, deed, instrument, license or document of any description, shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (h) Clauses or schedules or annexures shall, except where the context otherwise requires, be deemed to be references to, clauses, schedules and annexures of or to this RFP;
- (i) any period commencing “from” a specified day or date and “till or until” a specified day or date shall include both such days and dates, unless otherwise stated;

INSTRUCTIONS TO THE BIDDERS

1 Objective of the Project

- 1.1 The Distribution Licensee is intending to select a Franchisee through a Bidding Process for the Franchisee Area.
- 1.2 The main objectives of the Project are:
 - (i) To minimize AT&C Losses;
 - (ii) To bring improvement in metering, billing, revenue collection and Consumer services;
 - (iii) To minimize billing arrears; and
 - (iv) To enhance customer satisfaction by improving quality and reliability of service
- 1.3 At present, AT&C Losses in Dewas District are around 33.65%. These AT&C Losses are on account of both technical and non-technical reasons, i.e., due to theft, unmetered sales and other deficiencies. These non-technical losses could be reduced through suitable managerial and administrative measures. AT&C Losses could also be reduced through investment, improvement and augmentation of the electricity Distribution System.

2 Legal Provisions for the Project

- 2.1 The Act, in the seventh proviso to Section 14 clearly allows for franchisees to undertake Distribution of electricity on behalf of the Distribution Licensee, as per the following:

“Provided also that in case where a distribution licensee proposes to undertake distribution of electricity for a specified area within his area of supply through another Person, that Person shall not be required to obtain any separate license from the concerned State Commission and such distribution licensee shall be responsible for distribution of electricity in his area of supply”
- 2.2 Accordingly, a person who undertakes the Distribution of electricity for a Franchisee Area on behalf of the Distribution Licensee will not be required to obtain a separate license from the relevant State Electricity Regulatory Commission. The Franchisee shall discharge all duties and responsibilities on behalf of the Distribution Licensee as per the terms and conditions of the Distribution Franchisee Agreement.
- 2.3 The retail supply tariff at which the electricity shall be sold to the Consumers in the Franchisee Area shall be as determined by the MPERC from time to time for the Distribution Licensee.

3 Scope of work

- 3.1 The Franchisee shall be responsible for the following activities:
 - (i) To carry on the Distribution of electricity in the Franchisee Area on behalf of the Distribution Licensee through the SPV as per the Distribution Franchisee Agreement executed by such SPV to the existing and prospective HT and LT Consumers of the Distribution Licensee. However, the supply of electricity above 33 kV is outside the purview of the Distribution Franchisee Agreement and consumers being supplied electricity at the voltage level above 33 kV shall not be

- covered under this Agreement. Such consumers will continue to be the consumers of the Distribution Licensee and not serviced through the Distribution Franchisee. The Distribution Franchisee shall not be entitled to take into account any implication of such supply at a voltage level more than 33 kV. All future Consumers at a voltage level above 33 kV shall also be serviced by the Distribution Licensee;
- (ii) To bring about improvement in metering, billing, revenue collection and Consumer services;
 - (iii) To minimize AT&C Losses;
 - (iv) To carry out operation and maintenance of Distribution Assets, Distribution Franchisee Assets and other related activities;
 - (v) To incur mandatory capital expenditure as agreed with the Distribution Licensee and incur any additional capital expenditure as may be considered necessary to meet the requirements of load growth and objectives of the Project;
 - (vi) To undertake the Distribution of electricity subject to all applicable Regulations, Codes, Guidelines and directions of MPERC;
 - (vii) To comply with the provisions of Electricity Laws, terms and conditions as applicable to the Distribution Licensee and directives of MPERC issued from time to time;
 - (viii) Making payments to the Distribution Licensee as per terms & conditions of the Distribution Franchisee Agreement;
 - (ix) To prevent theft of energy, unauthorised use or drawl of energy, diversion of energy, theft of lines and materials, etc.;
 - (x) To provide effective redressal to the Consumer grievances and Complaints in accordance with the Electricity Laws;
 - (xi) To maintain rolling stock of transformers and other necessary material as per the norms prescribed by the Distribution Licensee;
 - (xii) Upgrading and renovating the existing Distribution Assets as per Prudent Utility Practices and the standards that may be prescribed by the Distribution Licensee;
 - (xiii) Submission of management information system (MIS) reports periodically in the format to be prescribed by the Distribution Licensee;
 - (xiv) Collection of arrears of amounts due from Consumers in the Franchisee Area for the period prior to the Effective Date as per terms and conditions of the DFA;
 - (xv) If electricity is procured from sources other than the Distribution Licensee, payment of transmission charges as applicable for use of the inter-state and/or intra-state transmission system, shall be payable by the Distribution Franchisee as per the provisions of the DFA;
 - (xvi) To bear all responsibilities towards persons employed or engaged by the Franchisee for execution of the Project;

- (xvii) To provide adequate men and machinery, vehicles, tools, etc. for performing all its responsibilities within the time frame as prescribed by MPERC Regulations and as directed by the Engineer-in-charge;
 - (xviii) To carry out Meter reading, bill generation, bill distribution, collection of payment of the Consumer as per the procedure laid down in regulations in force, from time to time;
 - (xix) To strictly complied with the Distribution Performance Standards specified by the MPERC;
- 3.2 The Distribution Licensee has compiled the technical and revenue information relating to the Franchisee Area on a best effort basis. Interested Bidders are requested to independently verify the data before submission of their bid. The Distribution Licensee shall not be responsible for errors or omissions therein.
- 3.3 The Bidder or any of its representatives, with prior written intimation to the Superintendent Engineer of the concerned area, will be granted permission and access to the premises for the purpose of carrying out due diligence during site visits. The permission is subject to the condition that the Bidder or its representative will release and indemnify the Distribution Licensee and its personnel from and against all liabilities in respect thereof and will be responsible for death or personal injury, loss or damage to property and other loss, damage, cost and expense incurred as a result of the inspection/site visit.
- 3.4 **Support to be given by the Distribution Licensee:**
- (i) The Distribution Licensee shall supply power at Input Point(s) up to the limit specified in the DFA, subject to the supply schedule planned periodically, based on directives issued by SLDC or MPERC and availability of EHV transmission capacity at Input Point(s).
 - (ii) The Distribution Licensee shall communicate to the Distribution Franchisee from time-to-time any shortfall or inability to supply the scheduled power requirements of the Distribution Franchisee.
 - (iii) The Distribution Licensee shall carry out Meter reading jointly with the representative of MPPTCL, and the authorised representative of the Franchisee on a weekly / monthly basis at Input Point(s) of the Franchisee Area.
 - (iv) The Distribution Licensee shall permit deputation of its employees to the Franchisee, subject to the condition that their employment shall be as per terms and conditions stipulated in the DFA.
 - (v) The Distribution Licensee shall facilitate, on best effort basis, approval of the capital investment schemes planned by the Distribution Franchisee from MPERC in terms of the provisions of the DFA.
 - (vi) The Distribution Licensee shall facilitate the Franchisee for procurement of power from other sources for expected shortfall in accordance with the provisions of the DFA with the concurrence of MPERC, subject to regulatory provisions.

4 Distribution Franchisee Agreement (DFA)

The Distribution Licensee shall enter into an agreement with the Special Purpose Vehicle incorporated by the Selected Bidder solely for the purpose of carrying out the obligations under the Distribution

Franchisee Agreement. The DFA shall govern all transactions between the Franchisee and the Distribution Licensee. However, the Distribution Licensee reserves the right to make any changes to the Distribution Franchisee Agreement before the last date of sale of RFP.

In case of any contradictions, the provisions of the Distribution Franchisee Agreement shall override the RFP.

The Distribution Franchisee Agreement attached as **Annexure - XVII** must be signed and stamped on all pages and accepted by the Bidder and such signed DFA should be delivered as part of the Bid in envelope-2.

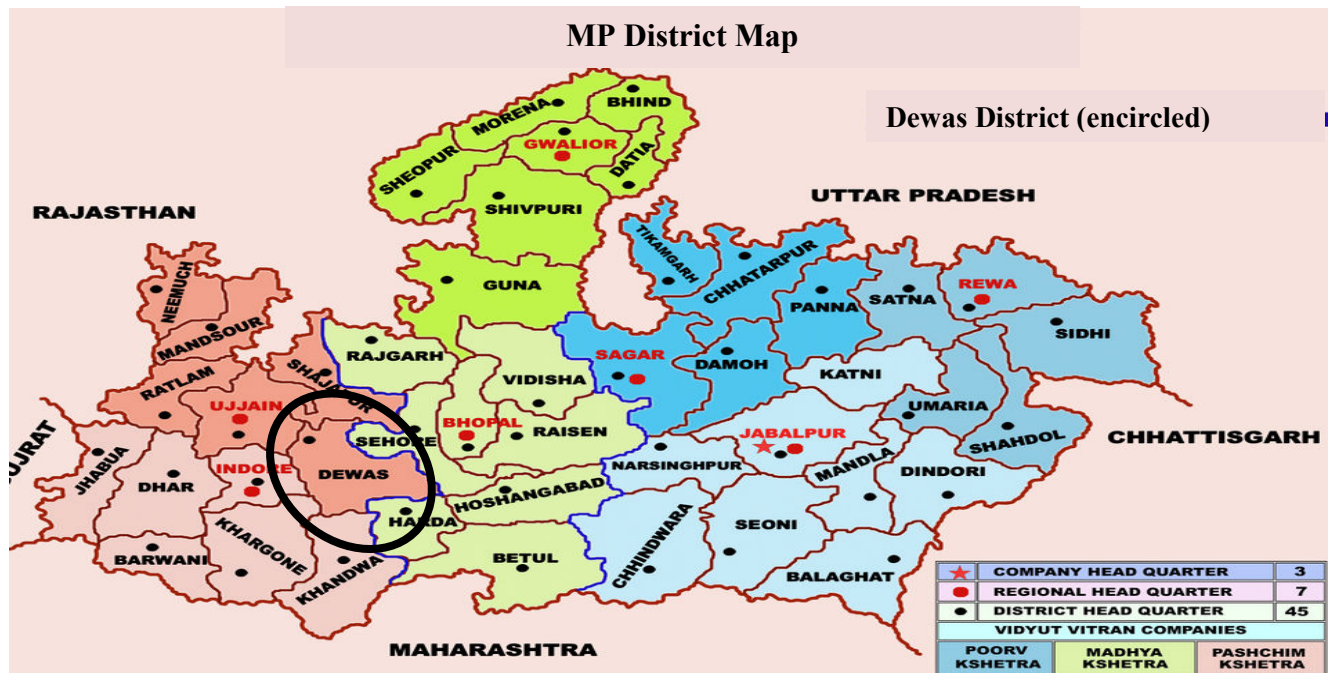
5 Organisation structure and brief description of Franchisee Area:

A brief description of the Franchisee Area, existing load profile, Consumer details, expense details and performance details are given in this Clause.

5.1 Franchisee Area description

Name of the circle	Name of district	Parameter	Value	Name of division
Dewas	Dewas	Area (sq. km)	7,020	Dewas City
				Dewas (O&M)
		Population (lakh) (As per Census 2011)	15.63	Sonkatch
				Kannod
				Bagli

(i) Geographical Location of the Franchisee Area



(ii) **Brief description about the Franchisee Area**

The organisation Structure of the Franchisee Area along with circles, divisions and sub-divisions is outlined in Table 1.

Table 1: Organisation Structure

Name of circle	Name of division	Name of sub-division	Name of distribution centre / Zone	
Dewas	Dewas City	-	City Zone	
			Senior Power- House Zone	
			Civil Lines Zone	
			Industrial Zone	
	Dewas (O&M)	-	-	Kshipra
				Siroliya
				Khatamba
				D.Chocky
				Singwada
				Dewas (R)
				Barotha
				V.G. Mandi
	Sonkatch	-	-	Sonk (U)
				Sonk (R)
				Gandharvpuri
				Pipalranwa
				Bhourasa
				Tonk-kalan
				Tonk-Khurd
	Kannod	-	-	Kannod
				Kantaphod
				Satwas
				Khategaon (U)
				Khategaon (R)
				Nemawar
	Bagli	-	-	Bagli
				Chapada
				Udainagar
				Kamlapur
				Hatpipliya (U)
				Hatpipliya (R)
				Karnawad

Name of circle	Name of division	Name of sub-division	Name of distribution centre / Zone
			Neori

(iii) The distribution infrastructure in the Franchisee Area is given below:

Table 2: Distribution infrastructure Summary

Particulars	Unit	Total
Number of EHV Sub-station from where energy is injected	Nos.	9
33 kV input points	Nos.	51
11 kV input points	Nos.	289
11 kV input points (interface)	Nos.	3
Total	Nos.	343
33 kV Sub- station	Nos.	88
33 kV Sub- station capacity	MVA	541.1
11 kV Switching Stations	Nos.	-
33 kV Feeder	Nos.	47
33 kV Express Feeder	Nos.	-
11 kV Feeder	Nos.	266
11 kV Express Feeder	Nos.	-
33 kV Lines		
Overhead Line	Km	1,190.38
Underground Line	Km	-
Total	Km	1,190.38
11 kV Lines		
Overhead Line	Km	5,276.88
Underground Line	Km	-
Total	Km	5,276.88
LT Lines		
Overhead Line	Km	12,034.18
Underground Line	Km	-
Total		12,034.18
Poles		
33 kV Lines	Nos.	11,904
11 kV Lines	Nos.	63,322
LT Lines	Nos.	168,475
Total		231,797
11 kV / 433 V Distribution Transformers	Nos.	7,385

Table 3: No. of transformers installed -Capacity wise

Division wise Capacity-wise installed DTRs										
Dewas City Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	3	34	-	209	2	315	48	-	611
2007-08	-	3	34	-	211	-	315	48	124	735
2008-09	-	-	34	-	206	3	339	50	144	776
2009-10	-	-	-	-	212	-	383	56	192	843
2010-11	-	2	34	-	220	2	392	58	192	900
Dewas (O&M) Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	244	-	608	489	1	1,342
2007-08	-	-	-	-	244	-	609	498	55	1,406
2008-09	-	-	-	-	244	-	609	498	55	1,406
2009-10	-	-	-	-	242	-	617	479	148	1,486
2010-11	-	-	-	-	248	-	652	473	255	1,628
Sonkatch Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	224	-	676	547	11	1,458
2007-08	-	-	-	-	224	-	676	547	11	1,458
2008-09	-	-	-	-	224	-	676	547	11	1,458
2009-10	-	-	-	-	224	-	676	547	19	1,466
2010-11	-	-	-	-	224	-	676	547	19	1,466
Kannod Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	82	-	533	936	99	1,650
2007-08	-	-	-	1	81	-	533	1,021	156	1,792
2008-09	-	-	-	1	81	-	534	1,023	168	1,807
2009-10	-	-	-	-	81	-	534	1,023	520	2,158
2010-11	-	-	-	1	81	-	534	1023	520	2,159
Bagli Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	138	-	533	499	24	1,194
2007-08	-	-	-	-	138	-	533	508	42	1,221
2008-09	-	-	-	-	138	-	533	508	42	1,221
2009-10	-	-	-	-	138	-	533	508	53	1,232
2010-11	-	-	-	-	138	-	533	508	53	1,232
Total Dewas Circle										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	3	34	-	897	2	2,665	2,519	135	6,255
2007-08	-	3	34	1	898	-	2,666	2,622	388	6,612

Division wise Capacity-wise installed DTRs										
2008-09	-	-	34	1	893	3	2,691	2,626	420	6,668
2009-10	-	-	-	-	897	-	2,743	2,613	932	7,185
2010-11	-	2	34	1	911	2	2,787	2,609	1,039	7,385

Table 4: No. of transformers failure -Capacity wise

Division wise Capacity-wise installed DTRs										
Dewas City Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	14	-	18	-	-	32
2007-08	-	-	-	-	8	-	8	-	-	16
2008-09	-	-	2	-	25	-	16	5	-	48
2009-10	-	-	-	-	26	-	6	4	2	38
2010-11	-	-	-	-	43	-	70	16	6	135
Dewas (O&M) Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	44	-	145	106	-	295
2007-08	-	-	-	-	29	-	60	29	1	119
2008-09	-	-	-	-	33	-	157	72	-	262
2009-10	-	-	-	-	37	-	110	51	10	208
2010-11	-	-	-	-	65	-	342	184	14	605
Sonkatch Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	38	-	226	268	-	532
2007-08	-	-	-	-	34	-	194	155	-	383
2008-09	-	-	-	-	17	-	172	125	-	314
2009-10	-	-	-	-	33	-	188	121	2	344
2010-11	-	-	-	-	81	-	372	217	4	674
Kannod Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	20	-	168	419	10	617
2007-08	-	-	-	-	12	-	94	227	6	339
2008-09	-	-	-	-	20	-	203	240	7	470
2009-10	-	-	-	-	37	-	153	191	10	391
2010-11	-	-	-	-	49	-	280	326	12	667
Bagli Division										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	22	-	174	169	1	366
2007-08	-	-	-	-	19	-	117	140	-	276
2008-09	-	-	-	-	25	-	168	118	4	315
2009-10	-	-	-	-	37	-	186	110	2	335

Division wise Capacity-wise installed DTRs										
2010-11	-	-	-	-	41	-	287	204	4	536
Total Dewas Circle										
Year	600 kVA	400 kVA	315 kVA	250kVA	200 kVA	160kVA	100kVA	63 kVA	25 kVA	Total
2006-07	-	-	-	-	138	-	731	962	11	1,842
2007-08	-	-	-	-	102	-	473	551	7	1,133
2008-09	-	-	2	-	120	-	716	560	11	1,409
2009-10	-	-	-	-	170	-	643	477	26	1,316
2010-11	-	-	-	-	279	-	1,351	947	40	2,617

Table 5: Details of input points and interface points in Franchisee Area

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
220 KV S/s Dewas	Bhopal Road Dewas	5.00 X 2 , 3.15 X 1	DRP Line
			Bazar
			Khatamba
			Rajoda
			Kankund
			Amalawati
			Bilawali
	Balgarh	5.00 X 1 , 3.15 X 2	Balgarh
			Rasalpur
			Nagda
			Sun City-I
	Senior Power- House Dewas	3.15 X 1	Sun City-II
			Patti Bazar
Pathan Kua	5.00 X 1	Matajai	
		K.P. Collage	
132 KV S/s BNP Dewas	Industrial area	5.00 X 1	Rewa Bag
	Ujjain Road	3.15 X 1	Itawa
	Dewas	3.15 X 1	Industrial
	Civil Line	5.00 X 1	Vijay Nagar
	Dewas	5.00 X 1 , 3.00 X 1	Dewas Town-I
			Dewas Town-III
	Palasi	3.15 X 1	Kela Devi
			Kshipra
	New Dewas Zone	1.60 X 1	Palaasi
	Kalma	3.15 X 1	Maksi
			Ravidas Nagar
	Tonk Kala	3.15 X 2	Nawada
			Birgod
Jamgod	3.15 X 1	Tonk Kala	
			Kalma
			Jamgod

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
	Bhounrasa	5.00 X 2	Pipliya Rao
			Micro wave
			Sanwaesi
			Kankarda
			Bhounrasa
			Sumrakhedi
	Sanwarsi	3.15 X 1	Sanwarsi
			Kulala
132 KV S/s MSP Dewas	Mendki Chack	5.00 X 1	Rajaram Nagar
			Trilok Nagar
			Chandana
	M.G. Hospital	5.00 X 1	M.G. Hospital
			Kalani Bag
			Collactorat
	Tonk Khurd-II	3.15 X 1	Dehariya
			Nandel
	Deoli	3.15 X 1	Jirway
			Ranayar Kala
	Jamuniya	3.15 X 1 , 3.00 X 1	Eklera
			Jamuniya
			Bhil Khedi
	Eklera	3.15 X 1	Elas khedi
			Eklera
			Nagpachalana
	Balone	3.15 X 1	Balone
			Sunwani Mahakal
	Kshipra	5.00 X 1 , 3.15 X 1	Tigriya Goga
			Water Works
			Lohar Pipliya
			Tigriya Goga
	Tigriya Goga	5.00 X 1	Tigriya Goga
			Bhada Pipliya
Siroliya	5.00 X 2	Siroliya	
		Kailod	
		Barotha	
		Aankiya	
Sadashivpura	5.00 X 1 , 3.15 X 1	Barotha	
		Patadi	
		Morukhedi	
Sannod	5.00 X 1 , 3.15 X 1	Ranayar	
		Tinoniya	
		Sannod	

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
	Singawada	5.00 X 2 , 3.15 X 1	Patadi
			Neori
			Chandana
			Puwalda
			Agrod
	Bairagarh	5.00 X 1 , 3.15 X 1	Bangar
			Bairagarh
			Panch Talab
	Agrod	5.00 X 1 , 3.15 X 1	Devar
			Agrod
	Lohana	3.15 X 1	Bajepur
			Kawadi
132 KV S/s Sonkatch	Gandharvpuri	3.15 X 2	Lohana
			Bagana
			Talod
			Eklara
	Kheriya Jagir	5.00 X 1	Pipaleawan
			Jamgod
	Choubara Dhira	5.00 X 1	Kheriya Jagir
			Garh Khajuriya
	Pipalrawan	5.00 X 2	Choubara Dhira
			Jiwajigarh
			Pipalrawan
			Ghichlai
	Sammās Khedi	1.60 X 1	Ghatiya
			Khutkheda
	Sonkatch	5.00 X 2	Murmiya
			Sonkatch
			Puspgiri
	Phawada	5.00 X 1	Doulatpur
			Choubara Jagir
	Anabad	3.15 X 1	Phawada
			Babai
	Panda Jagir	5.00 X 1	Bisa Khedi
			Salam Khedi
			Panda Jagir
			Polai Jagir
	Choubara Jagir	3.15 X 2	Budhan Gaon
Churlai			
Choubara Jagir			
			Guradiya Rupa

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
132 KV S/s Chapda	Talod	3.15 X 1	Jamgod Chhayana maina
	Bagli	5.00 X 1 , 3.15 X 1	Chhatarpura
			Behri
			Rajgarh
			Bagli
			Shivpur Chariya
			Barjhai
	Nayapura (Semli kheda)	3.15 X 1	Shivpur Chariya
			Awalda
	Punjabpura	5.00 X 1, 3.15 X 1	Mansingh Pura
			Agra Khurd
			Agra Khurd-I
			Sobliya Pura
			Gadiya
	Udainagar	5.00 X 1 , 3.15 X 1	Udainagar
			Kannad
			Kishangarh
			Pipri
	Pipri	5.00 X 1	Pipri Dhardi
	Chapda	5.00 X 1 , 3.15 X 1	Matmour-I
			Matmour-II
			Hatpipliya
			Bagli
			Guradiya
			Chansiya
	Kamlapur	5.00 X 1 , 3.15 X 1	Kanjar
			Matmor
			Gopipur
Digod			
Karnawad	5.00 X 1 , 3.15 X 1	Dehriya Sahu	
		Bhamori	
		Bhamori-I	
		Jhikra kheda	
		Karnawad	
		Barkheda Soma	
Double Chowki	5.00 X 2	Barai	
		Akhepur	
		Akbarpur	
		Mirjapur Double Chowki	

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
	Hatpipliya	5.00 X 1 , 3.15 X 1	Khajuriya beena
			Manasa
			Hatpipliya
	Deogarh	5.00 X 1 , 3.15 X 1	Deogarh
			Palasi
			Bilawali
			Samsabad
			Mana Pipliya
			Badiya Mandu
	Nanukheda	3.15 X 2	Nanukheda
			Amlataj
			Tappa
	Neori	5.00 X 2	Gyraspura
Rojadi			
Neori			
Churlai			
132 KV S/s Kannod	Kannod	3.15 X 2	Mahukheda
			Kannod-I
			Kannod-II
			Nanasa
	EHV Campus	5.00 X 1	Pipalda
			Gadiya
			Dokakui
	Olamba	3.15 X 1	W/w
			Bhounras
			Siraliya
			Olamba
	Harangaon	5.00 X 1	Songaon
			Machwas
			Umeda
	Piplani	3.15 X 1	Sulgaon
			Piplani
	Jiyagaon	3.15 X 1	Amoda
			Jiyagaon
	Satwas	5.00 X 1 , 3.15 X 1	Ameli
			Badkan
Bhandariya			
Muhai			
Satwas			
Baijagwada	3.15 X 2	Pipalkota	
		Baijagwada	
		Namanpur	

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders					
			(Dhasad)					
	Pokhar Bujurg	3.15 X 1	Dhasad Bhamar					
	Kusmaniya	5.00 X 1	Kusmaniya Jagtha					
	Vikrampur	3.15 X 1	Vikrampur Sagoniya					
	Dokakui	3.15 X 1	Dokakui-I Dokakui-II					
	Bijwad	3.15 X 1 , 2.50 X 1	Bawadi Kheda Panigaon Sundrel					
	Kantaphod	5 X 1 , 3.15 X 2	Kantaphod Godna Bedgaon Bhesun Badhawa					
	Eklera	3.15 X 1	Eklera Bedgaon					
	132 KV S/s Sandalpur	Khategaon	5.00 X 2	Khategaon Barwai Barcha Bujurg Tiwadiya Jiyagaon				
				Ajnas	5.00 X 1 , 3.15 X 1	Ajnas Kanjpura Pipalkota Nimbora		
						Deepgaon	5.00 X 1 , 3.15 X 1	Pipliya Nankar Kharda Deola Belkha
								Kolari
		Nemawar	5.00 X 1 , 3.15 X 1	Akawaliya Lawaras Bajwada Guradiya Burada Nemawar				
				132 KV S/s Maxi	Pipaliya Sadak	3.15 X 2	Pipaliya Sadak	

Name of EHV S/S	Name of 33/11 kV Sub-Station	Capacity Installed in MVA	Name of 11kV Feeders
	Ratan Khedi	3.15 X 1	Padliya
			Aalri
			Ratankhedi
			Nanukhedi
			Randankhedi
	Donta	3.00 X 1	Donta
220 KV S/s Ujjain	V.G.Mandi	5.00 X 1 , 3.15 X 1	V.G.Mandi
			Barkheda Kayam
			Dattotar
			Sunwani Gopal

(iv) The Input Energy, loss and collection efficiency of the Franchisee Area is given below:

Table 6: Input energy and losses

Particulars	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Input (MUs)	1,054.21	1,142.52	1,082.32	1,016.91	1,199.90
Total sales (MU)	461.61	668.74	675.88	730.92	869.71
Distribution Losses (%)	56.21%	41.47%	37.55%	28.12%	27.52%
Revenue billed (Rs. Crore)	223.91	227.19	245.25	296.41	389.06
Revenue collected (Rs. Crore)	195.11	202.74	248.19	277.63	356.14
Collection efficiency (%)	87.14%	89.24%	101.20%	93.67%	91.54%

(v) Category wise consumer details, connected load, sales, revenue details including arrear of the Franchisee Area is as under:

Table 7: Category wise No. of Consumers

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	128,658	140,902	146,162	171,008	177,884
Non Domestic	13,225	13,722	14,089	14,498	14,893
Water works	475	504	525	667	715
Industrial power	2,334	2,420	2,542	2,579	2,579
Irrigation	41,286	41,118	41,586	43,203	51,639
Street Light	385	393	403	402	405
Temporary	1,534	695	1,448	3,257	2,668
Total LT	187,897	199,754	206,755	235,614	250,783
HT	101	112	126	143	154
Grand Total	187,998	199,866	206,881	235,757	250,937

Table 8: Category wise connected load (kW)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
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Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	42,475	46,169	48,466	57,941	86,271
Non Domestic	12,825	14,313	15,610	17,162	21,013
Water works	2,606	2,747	2,916	3,244	3,553
Industrial power	17,353	18,395	19,324	19,375	19,895
Irrigation	114,561	116,529	118,811	131,349	191,610
Street Light	1,307	1,383	1,496	1,685	2,053
Temporary	5,374	2,373	1,710	8,597	8,626
Total LT	196,501	201,909	208,333	239,353	333,021
HT	71,508	69,690	69,114	69,503	78,232
Grand Total	268,009	271,599	277,447	308,856	411,253

Table 9: Category wise Unit sales (LUs)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	695.17	1,035.03	1,083.59	1,183.18	1,514.83
Non Domestic	89.03	165.60	180.53	204.59	248.50
Water works	26.23	48.23	64.66	58.68	77.24
Industrial power	111.51	168.53	165.07	179.54	198.34
Irrigation	1,525.43	2,084.07	2,318.35	2,155.06	2,568.64
Street Light	20.52	36.85	53.78	36.15	41.44
Temporary	519.35	618.31	396.08	770.66	999.64
Total LT	2,987.24	4,156.61	4,262.06	4,587.85	5,648.64
HT	2,443.52	2,530.79	2,496.75	2,721.41	3,048.46
Grand Total	5,430.76	6,687.40	6,758.81	7,309.26	8,697.10

Table 10: Category wise revenue billed (Rs. Lakh)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	3,599.62	3,275.91	3,498.29	3,978.15	5,603.77
Non Domestic	1,055.48	962.18	1,038.51	1,167.95	1,504.46
Water works	139.27	163.72	232.55	222.99	326.72
Industrial power	1,015.35	776.85	789.25	865.38	1,022.96
Irrigation	3,158.94	3,132.25	4,297.66	5,269.08	7,729.59
Street Light	140.12	135.86	215.87	141.16	186.64
Temporary	1,280.87	1,232.53	1,046.33	2,760.63	3,934.39
Misc.	683.58	1,588.44	1,663.13	1,962.82	2,609.37
Total LT	11,073.23	11,267.75	12,781.59	16,368.16	22,917.89
HT	11,318.34	11,496.12	11,743.29	13,272.36	15,987.86

Grand Total	22,391.57	22,763.87	24,524.88	29,640.52	38,905.75
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Table 11: Category wise revenue collection (Rs. Lakh)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	-	-	-	-	-
Non Domestic	-	-	-	-	-
Water works	-	-	-	-	-
Industrial power	-	-	-	-	-
Irrigation	-	-	-	-	-
Street Light	-	-	-	-	-
Temporary	-	-	-	-	-
Misc.	-	-	-	-	-
Total LT	8,326.91	9,641.10	13,239.26	15,008.60	20,125.54
HT	11,184.57	10,632.58	11,579.61	12,754.41	15,487.99
Grand Total	19,511.48	20,273.68	24,818.87	27,763.01	35,613.53

Table 12: Break-up of demand and collection (Rs. Lakh) for FY 2010-11

Category of Consumer	Fixed charge	Energy charge	Subsidy	Electricity duty & cess	Misc revenue (Meter rent, surcharge etc)	Total revenue billed (Rs. Lakh)	Cash excluding duty - cess & subsidy	Duty and cess	Subsidy component (Rs. Lakh)	Total collection as per DCB
	Demand (Rs. Lakh)					Collection (Rs. Lakh)				
Domestic	595.64	4,327.84	652.81	-	-	5,603.77	-	-	-	-
Non Domestic	127.46	1,365.28	-	-	-	1,504.46	-	-	-	-
Water works	47.45	268.01	-	-	-	326.72	-	-	-	-
Industrial power	181.97	826.07	1.85	-	-	1,022.96	-	-	-	-
Irrigation	0.00	1,494.97	5,127.38	-	-	7,729.58	-	-	-	-
Street Light	41.34	138.67	5.35	-	-	186.64	-	-	-	-
Temporary	4.02	1,780.48	1,681.54	-	-	3,934.39	-	-	-	-
Misc.	-	-	-	1,455.85	1,153.52	2,609.37	-	-	-	-
Total	997.89	10,201.34	7,468.94	1,455.85	1,153.52	22,917.89	-	-	-	20,125.54
HT	2,494.07	12,202.30	-	1,230.36	61.07	15,987.86	-	-	-	15,487.99
Grand Total	3,491.96	22,403.64	7,468.94	2,686.21	1,214.59	38,905.75	-	-	-	35,613.53

Table 13: Category wise arrear of connected consumers (Rs. Lakh)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	780.70	513.70	247.38	1135.44	2535.52
Non Domestic	8.22	45.15	47.81	20.27	93.33

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Water works	46.70	66.33	42.02	83.04	167.79
Industrial power	7.44	15.40	10.15	7.61	31.37
Irrigation	844.65	972.30	110.87	340.94	1660.66
Street Light	188.13	165.89	166.88	79.15	81.26
Temporary	(18.62)	3.59	(38.32)	25.82	3.13
Misc.	-	-	-	-	-
Total LT	1,857.22	1,782.36	586.79	1,692.27	4,573.06
HT	353.46	385.95	270.56	15.81	148.66
Grand Total	2,210.68	2,168.31	857.35	1,708.08	4,721.72

Table 14: Category wise arrear of dis-connected consumers (Rs. Lakh)

Consumer Category	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Domestic	2133.36	3301.42	3184.97	3253.84	3000.91
Non Domestic	135.19	127.51	167.90	232.87	234.90
Water works	-	-	-	2.96	2.47
Industrial power	66.95	75.88	99.99	92.36	77.01
Irrigation	712.24	1309.03	1800.83	1489.29	1033.81
Street Light	-	-	-	22.34	275.97
Temporary	-	-	-	170.78	354.10
Misc.	-	-	-	-	-
Total LT	3047.74	4813.84	5253.69	5264.44	4979.17
HT	150.54	560.64	529.11	436.07	447.27
Grand Total	3198.28	5374.48	5782.80	5700.51	5426.44

(vi) **Brief description of R-APDRP town(s) under the Franchisee Area**

Table 15 : Basic information of R-APDRP town

Particular	Unit	Dewas (Town)
Name of the project area	Name	Dewas
Place, Town	Name	Dewas
District	Name	Dewas
Nearest Railway Station	Name	Dewas
Nearest Functional Airport	Name	Indore
Total Area of Coverage	Sq. km	95
Total Population (as per 2001 census)	Nos.	231,672
Administrative Setup	Circle/Division etc.	Division
Number of Offices falling under		
Head Office	Nos.	0

Particular	Unit	Dewas (Town)
Regional Offices	Nos.	0
Circle Offices	Nos.	1
Division Offices	Nos.	2
Sub-division Offices	Nos.	0
Distribution Centers	Nos.	4
Stores	Nos.	0
Regional Accounting Offices	Nos.	1
Billing Centers	Nos.	1
Customer Care Centers	Nos.	4
Collection Centers	Nos.	2
Total	Nos.	15

Table 16 : Consumer information of R-APDRP Town

Project Area Consumer Information	Number of Metered Consumers	Estimated Number of Unmetered Consumers	Metered Sales (As per R-15) (MUs)	Assessed Energy Sales (MUs)	Total Sales (MUs)	Connected Load (kW)	Billing (Rs. Cr.)	Collection (Rs. Cr.)
LT Domestic	39,900	-	55.33	-	55.33	32,239	23.22	22.97
LT Commercial	6,411	-	13.76	-	13.76	10,296	1.15	10.05
LT Industry	801	-	13.21	-	13.21	11,171	7.21	8.98
LT Agriculture	888	-	7.19	0.61	7.80	3,102	2.49	0.12
LT Others	698	-	5.77	1.37	7.14	3,630	18.11	4.31
HT Railways	-	-	-	-	-	-	-	-
HT Industrial	115	-	291.68	-	291.68	70,310	150.92	146.84
HT Commercial	11	-	2.28	-	2.28	2,200	1.18	1.15
HT Others	2	-	1.20	-	1.20	400	1.29	0.87
Total	48,826	-	390.32	1.98	392.30	133,348	205.57	195.29

Table 17 : Asset Information of R-APDRP Town

Assets	Unit	Dewas (Town)
Total Number of EHV Sub-stations feeding the Project Area	Nos.	3
Total Number of Power Transformers	Nos.	6
Total Capacity of Power Transformers	MVA	246
Total Number 33 kV Feeders	Nos.	15
Total Length of 33 kV Feeders (Overhead)	Kms	125.083
Total Length of 33 kV Feeders (Under-ground)	Kms	-
Total Number of 33/11 kV Sub-stations feeding the Project Area	Nos.	10
Total Number of Power Transformers	Nos.	18
Total Capacity of Power Transformers	MVA	73.5

Assets	Unit	Dewas (Town)
Total Number 11 kV Feeders	Nos.	30
Number of Metered 11 kV Feeders	Nos.	30
Total Length of 11 kV Feeders (Overhead)	Kms	226.26
Total Length of 11 kV Feeders (Under-ground)	Kms	-
Total Length of LT Lines (Overhead)	Kms	578.63
Total Length of LT Lines (Under-ground)	Kms	-
Total Number of Distribution Transformers	Nos.	900
Total Capacity of Distribution Transformers	MVA	99.94
Total Number of Energy Import Points for the Project Area	Nos.	23
Number of Metered Energy Import Points for the Project Area	Nos.	23
Total Number of Energy Export Points for the Project Area	Nos.	11
Number of Metered Energy Export Points for the Project Area	Nos.	11
If 100% Energy Import/Export Points are Metered then,		
Total Annual (T-1) Energy Input	MUs	468.10
Peak Demand	MW	103
Average Demand	MW	94
If 100% Energy Import/Export Points are not Metered then,		
Estimated Annual (T-1) Energy Input	MUs	-----
Estimated Peak Demand	MW	-----
Estimated Average Demand	MW	-----

Table 18 : Commercial Information of R-APDRP town

Particulars	Unit	FY 2010-11	FY 2009-10	FY 2008-09	FY 2007-08
Peak Demand (Met)	MW	103	102	98.6	95
Peak Demand (Unrestricted)	MW	105.01	104	103.53	99.75
Annual Energy Input	MU	468.10	428.36	412.56	426.14
Annual Metered Energy Sales	MU	390.32	335.22	297.216	332.19
Annual Assessed Energy	MU	1.98	0.98	0.216	0.19
Annual Billed Energy	MU	392.30	336.2	297.216	332.19
Revenue Billing	Rs., Crs.	205.57	163.26	140.6	147.22
Revenue Collection	Rs., Crs.	195.29	158.92	128.814	145.59
Metering Efficiency	%	99.50%	99.71%	99.93%	99.94%
Billing Efficiency	%	83.81%	78.49%	72.09%	78.00%
Collection Efficiency	%	95.00%	97.34%	91.62%	98.89%

Particulars	Unit	FY 2010-11	FY 2009-10	FY 2008-09	FY 2007-08
AT&C Loss in the System	%	20.38%	23.60%	33.95%	22.87%

6 Term of Agreement (Contract Period):

6.1 Franchisee would be appointed for an initial period of Fifteen (15) years from the Effective Date and any extension of the initial period shall be governed by the provisions of the Distribution Franchisee Agreement. Either party to the Distribution Franchisee Agreement shall be entitled to terminate the Agreement any time before the expiry of the Contract Period on the occurrence of an event of default as detailed in the Distribution Franchisee Agreement.

7 Bidding Process:

The Bidding process would be a two stage process and have the following Stages:

Stage I

- Issuance of RFP and DFA documents to the Bidders
- Pre Bid conference
- Submission of Technical Bid and Price Bid.
- Opening of Technical Bid.
- Short Listing of Qualified Bidders.

Stage II

- Opening of Price Bid of Qualified Bidders
- Price Bid evaluation
- Issuance of Letter of Award
- Execution of Distribution Franchisee Agreement

8 Due dates:

Sl. No.	Activities	Due Dates
1	Commencement of sale of RFP	30 th June, 2011
2	Last date for receiving queries/clarifications	15 th July, 2011
3	Pre Bid conference	25 th July, 2011 at 1130 Hrs.
4	Distribution Licensee's response to queries	4 th August, 2011
5	Last date for sale of RFP	09 th August, 2011 up to 1200 Hrs.
6	Last date of submission of Bid (Bid Deadline)	03 rd September, 2011 up to 1500 Hrs.
7	Opening of Technical Bids	03 rd September, 2011 at 1600 Hrs.
8	Opening of Price Bid	22 nd September, 2011 at 1600 Hrs.
9	Issue of Letter of Award	27 th September, 2011
10	Execution of Distribution Franchisee Agreement	26 th November, 2011

9 Sale of RFP and Document Processing Fee

9.1 RFP can be obtained till the date as specified in Clause 8 of this RFP from the office of

Chief Engineer (Commercial)
O/o CMD(WZ) GPH, Polo Ground, MPPKVVCL,

Indore 452003

on payment of Rs. 10,000 only (Rs. Ten thousand) as the cost of the RFP in the form of bank draft/Banker's cheque/Pay order drawn on a nationalized/ scheduled bank in favour of "MPPKVV Co. Ltd." payable at Indore. Cheques will not be accepted.

- 9.2 The RFP shall also be available on the Company's website. The Bidder(s) may also download the RFP from the website.
- 9.3 Those prospective Bidders who have downloaded the RFP from the official website of the Distribution Licensee and have not paid the amount of Rs. 10,000/- only (Rs. Ten thousand only) as the cost of the RFP, shall be required to submit a bank draft/Banker's cheque / Pay order for Rs.10,000/- (Rs. Ten thousand) (Non-refundable) drawn on a nationalized/ scheduled bank in favour of "MPPKVV Co. Ltd." payable at Indore.. Cheques will not be accepted. This bank draft / Banker's cheque / Pay order of Rs. 10,000/- shall be kept in envelope-1.
- 9.4 Bidders shall submit a bank draft / Banker's cheque / Pay order along with the Bid for Rs.50,000/- (Rs. Fifty thousand only) as Document Processing Fee. This fee shall be Non-refundable. Bidders are required to deposit the Document Processing Fee in the form of Bank Demand Draft / Banker's cheque / Pay order drawn on a nationalized/ scheduled bank in favour of "MPPKVV Co. Ltd." payable at Indore.. Cheques will not be accepted. This Document Processing Fee shall be kept in envelope-1.
- 9.5 Failure to submit the cost of the RFP and Document Processing Fee as mentioned in Clause 9.3 and 9.4 above shall lead to rejection of the Bid. The Technical Bid (envelope-2) and Price Bid (envelope-3) in case of such Bidders shall not be opened and returned un-opened.

10 Qualification for Submission of Bid

The Bidder should be a Company duly incorporated under the relevant laws (Bidding Company) or a Consortium of Companies (Bidding Consortium or Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. A Bidding Consortium can participate in the Bidding Process for the Project if any Member of the Consortium has purchased/downloaded the RFP for such Project as per Clause 9 of this RFP.

- 10.1 **Technical Criteria:** The Bidder shall qualify for selection as the Qualified Bidder, subject to fulfilment of the qualification requirements stipulated below at (a), (b) and (c).

a) Experience in power sector:

For the purpose of bid evaluation, experience in any of the following may be considered as eligible experience of working in the power sector:

- (i) Ownership¹ of a power generation project for installed capacity of at least two hundred fifty

¹Ownership in case of a project under commercial operation shall mean either the project has been developed on the books of the Bidding Company or the Lead Member of the Bidding Consortium or in case the project is developed by a Company other than the Bidding Company or the Lead Member of the Bidding Consortium, ownership in such case, would mean having direct equity holding in such company of not less than 51% as on seven (7) days prior to the Bid Deadline.

Ownership in case of a project under construction shall mean that either the project is being developed on the books of the Bidding Company or the Lead Member of the Bidding Consortium or in case the project is developed by a Company other than the Bidding Company or the Lead Member of the Bidding Consortium, then in such case, ownership by the Bidding Company / Lead Member would mean having direct equity holding of not less than 51% from the date of financial closure to a date seven (7) days prior to the Bid Deadline in the company developing the project.

(250) MW, which is either under commercial operation, or under construction/development for which financial closure has been achieved, at least seven (7) days prior to the Bid Deadline;

- (ii) Holder of a power distribution / transmission / Trading licence from an Appropriate Commission under Section 14 of the Electricity Act, 2003 for a period of at least two (2) years as on seven (7) days prior to the Bid Deadline.
- (iii) Construction and erection of power plant(s) for a state / central utility or transmission facilities (which should necessarily include Sub-stations and/or Transmission Lines) for a Transmission Licensee with an aggregate project value of not less than Rs. 100 Crore (Rs. One Hundred Crore) over a period of three (3) financial years preceding the financial year in which bids are invited;
- (iv) Manufacturing of generation / transmission / distribution equipment, with a turnover of at least Rs. 100 Crore (Rs. One Hundred Crore) from such manufacturing activities in any of the three (3) financial years preceding the financial year in which the Bids have been invited;

OR

Experience in handling consumer base:

The Bidder must have a minimum two (2) years of experience in handling at least 251,000 (Two Lakh and Fifty One Thousand only) customers in retail supply/services in electricity / gas / water / telecom / media / financial services as on seven (7) days prior to Bid Deadline.

b) Manpower strength:

The Bidder must have manpower strength of at least 130 (One Hundred and Thirty only) on the regular roles of the Bidder continuously for the last two (2) financial years preceding the year of Bid Deadline.

c) Blacklisting by any Department / Undertaking of Government of Madhya Pradesh or any State Government or Government of India or debarred by Court of Law:

The Bidding Company or in case of Bidding Consortium, any Member of the Bidding Consortium, shall not have been blacklisted by any department or undertaking of any State Government or Government of India or debarred by any Court of Law from doing any business activity. An undertaking to this effect on a non-judicial stamp paper of requisite value duly notarized shall be attached along with the Technical Bid as per the format at **Annexure X** of this RFP.

- 10.1.1 The technical criteria shall be met by the Bidder. In case of Bid submitted by a Consortium, the technical criteria stated in Clause 10.1(a) shall necessarily be met by the Lead Member of the Consortium. However, technical criteria related to manpower strength as stated in Clause 10.1 (b) may be met either by the Lead Member or any other Member of the Consortium individually.
- 10.1.2 The Bidder shall furnish details in support of its meeting the technical criteria as specified in Clause 10.1 of this RFP in prescribed format as per **Annexure VI** and documentary evidence duly certified by any full time director on the Board of the company and the statutory auditor of the Technically Evaluated Entity.

10.2 Financial criteria:

These criteria shall evaluate the capability of the Bidder to manage finances required to fulfil all its obligations under the DFA. In this regard, the Bidder shall be required to meet all of the following financial requirements:

- a) **Net Worth:** The Bidder must have a Net Worth of at least Rs. 73 Crore (Seventy Three Crore only) as per the unconsolidated audited annual accounts for the latest available financial year as on Bid Deadline.

The Net Worth shall be

=	Equity share capital ²
Add:	Reserves
Subtract:	Revaluation reserves
Subtract:	Intangible assets
Subtract:	Miscellaneous expenditures to the extent not written off and carried forward losses

- b) **Profit after tax:**

The Bidder must have positive profit after tax as per the unconsolidated audited annual accounts for each of the last two (2) financial years as on Bid Deadline.

- c) **Turnover (Income from main activities):**

The Bidder must have an average annual turnover of at least Rs. 292 Crores (Two Hundred and Ninety Two Crore only) as per the unconsolidated audited annual accounts for the last two (2) financial years, i.e., 2009-10 and 2008-09.

- 10.3 In case of the Bid being submitted by a Bidding Company, the Financial criteria can be met either by the Bidding Company or by the Affiliate(s) of such Bidding Company.
- 10.4 In case of Bid submitted by a Consortium, the financial criteria shall be met individually and collectively by all the Members in the Bidding Consortium and shall be computed in proportion of their equity stake proposed in the SPV as mentioned in the Consortium Agreement. The Lead Member or its Affiliate(s) shall have to meet each of the financial criteria in proportion of their equity stake proposed in the SPV. Any Member of the Consortium, other than the Lead Member, is required to meet all their financial qualification requirements on their own and is not permitted to use the credentials of their Affiliate(s) for the purpose of meeting any of the financial criteria.
- 10.5 Bidder shall furnish details, in support of its meeting the financial criteria as specified in Clause 10.2 of this RFP, in the prescribed format as per **Annexure VI** and documentary evidence duly certified by any full time director on the Board of the company and the statutory auditor of the Financially Evaluated Entity.
- 10.6 Authorization for use of financial criteria shall have to be provided from its Affiliate(s) as per **Annexure-VII**, where the Bidding Company or Lead Member of the Consortium has used the financial credentials of its Affiliate(s). The financial credential of a particular company shall not be used by more than one Bidder or Lead Member of the Consortium.

² Equity for the purpose of computation of Net worth would only include equity share capital with voting rights.

- 10.7 The determination of the relationship of the Affiliate(s) with the Bidding Company or with the Lead Member of the Consortium shall be on the day seven (7) days prior to the Bid Deadline. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Technical Bid. The Bidding Company or the Lead Member shall have to provide information and documents establishing its relationship with such Financially Evaluated Entity(ies), including details about the equity shareholding between them as per **Annexure- IX**.
- 10.8 If the Financially Evaluated Entity is an entity other than the Bidding Company or Lead Member in a Bidding Consortium, the Bidding Company or Lead Member, relying on such Financially Evaluated Entity, will have to submit a legally binding undertaking supported by a board resolution as per **Annexure-VIII** from the Financially Evaluated Entity, that all the equity investment obligations of the Bidding Company or the Lead Member of the Consortium shall be deemed to be equity investment obligations of the Financially Evaluated Entity(ies), and in the event of any default, the same shall be met by such Financially Evaluated Entity(ies). This legally binding undertaking supported by a board resolution shall be provided by the Bidder
- 10.9 Notwithstanding anything stated above, the Distribution Licensee reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information. The Distribution Licensee reserves the right at its sole discretion to contact the Bidder's bank and verify the Bidder's information, including the project reference, for the purpose of qualification. For this purpose, the Bidder shall give a necessary authorization letter as per the format in **Annexure-XI** of this RFP.
- 10.10 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.
- 10.11 The qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the Bidding Process and till the execution of the DFA. Where the Financially Evaluated Entity is not the Bidding Company or the Lead Member in the Bidding Consortium, as the case may be, the Bidding Company or the Lead Member shall continue to maintain the relationship of Affiliate(s) with the Financially Evaluated Entity till the execution of the DFA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.
- 10.12 A Bidder shall submit only one Bid in response to the RFP issued by the Distribution Licensee for a Franchisee Area, either individually as a Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Affiliate(s) of the Bidder / Member in a Bidding Consortium shall not separately participate directly or indirectly in the Bidding Process for the same RFP. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the Bidding Process against a particular RFP, the Bids of all such Bidders shall be rejected.
- 10.13 A Bidder may submit its Bid for one or more Franchisee Area(s) for which separate RFP(s) are issued by the Distribution Licensee, subject to provision of the Clause 10.14(i). However, **NO** Bidder shall be awarded more than one Franchisee Area by the Distribution Licensee.
- 10.14 In case any Bidder submits its Bid for more than one Franchisee Area in response to RFPs issued separately by the Distribution Licensee, the following procedure shall be adopted by the Distribution Licensee to ensure compliance of the provision of the Clause 10.13:

- (i) A Bidder, either as a Bidding Company or Bidding Consortium, shall not be allowed to participate in the Bidding Process for appointment of Distribution Franchisee under any RFP issued or to be issued in future by the Distribution Licensee, if the said Bidder in any of the capacity (such as Bidding Company, Lead Member or Consortium Member in a Bidding Consortium) has already been identified as a Selected Bidder and the Letter of Award has already been issued to him in any RFP issued by the Distribution Licensee for the same purpose.
- (ii) In case of more than one Price Bid being opened simultaneously, the Distribution Licensee shall reserve the right to keep the Bidding Process under any RFP on hold till the time a Selected Bidder is identified in response to any RFP issued earlier by the Distribution Licensee for appointment of Distribution Franchisees.

11 Bid by a Bidding Consortium

- 11.1 Bid can be submitted by a Consortium of not more than three (3) companies. A company cannot be the Member of more than one Consortium for submission of the Bid for the same Project. Each Bidding Consortium shall be required to submit a legally enforceable Consortium Agreement duly executed by the Members of the Consortium as per the format in **Annexure-V** of this RFP along with its Bid.
- 11.2 The Bid submitted by the Consortium shall contain a Power of Attorney to be provided by each of the other Members of the Consortium in favour of the Lead Member, as per format specified in **Annexure IV**.
- 11.3 The Lead Member shall necessarily have the 51% equity participation in the SPV Company and no Member of the Consortium shall have less than 10% equity contribution in the SPV Company.
- 11.4 For a Bidding Consortium, change in the membership of the Consortium or in equity commitments of any Member shall be allowed as per the provisions of the Distribution Franchisee Agreement during the Contract Period.
- 11.5 In case of Bid being submitted by a Consortium, the Lead Member of the Consortium will be the single point of contact for the purposes of the Bidding Process before the date of signing of the DFA. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the Distribution Licensee and the Distribution Licensee shall not bear any liability whatsoever on this account.

12 Clarifications/ Further information

- 12.1 The Bidder may seek clarification on the RFP by making a request in writing on any working day between 11.00 to 16.00 Hours till the last date of sale of RFP from the official whose contact details are given below :

Designation: Chief Engineer (Commercial)
Address: O/o CMD (WZ),MPPKVCL,
GPH, Pologround, Indore.-452003
Phone No.: 0731-2422045 (Extn 111)
Fax: 0731-2423300
Email: cecomwz@gmail.com

- 12.2 The Chief Engineer (Commercial), of the Distribution Licensee will issue clarifications, which shall form a part of RFP. Verbal clarifications given by any of the officials of the Distribution Licensee shall not in any manner be binding on the Distribution Licensee. Any clarification issued to any one of the prospective Bidders would also be posted on the official website of the Distribution Licensee and shall be sent to all those Bidders who have purchased the RFP.
- 12.3 For the purpose of evaluation of the Bid, the Distribution Licensee may, at its sole discretion, ask any Bidder for clarifications on its Bid. Such clarifications shall be provided within the time specified by the Distribution Licensee. A request for clarification and all clarifications given pursuant to such request shall be in writing, and shall be deemed to form part of the Bid.
- 12.4 If a Bidder does not provide the clarifications sought under Clause 12.3 within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Distribution Licensee may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall have no claim to subsequently question such interpretation of the Distribution Licensee.

13 Pre-bid conference

- 13.1 The authorised representative of the Bidders may attend the pre-Bid conference on the time and date as specified in Clause 8 of this RFP at the following address:

Chief Engineer (Commercial) , O/o CMD (WZ), MPPKVVCL, Indore-452003

- 13.2 The purpose of the conference will be to clarify any issues regarding the Bidding Process. Bidders are requested to email their queries / clarifications in respect of the RFP and DFA at least ten (10) days before the due date of the pre-bid conference in order to enable the Distribution Licensee to prepare the responses. Queries or clarifications shall not be entertained by the Distribution Licensee if received after the time-line specified above. For any such clarifications or amendments, the Bidder should adhere to the format as per **Annexure XVI**.
- 13.3 Records of the pre-bid conference, including the text of the questions raised and responses given, will be uploaded on website of the Distribution Licensee. Any modification to the RFP that may become necessary as a result of pre-bid conference shall be made by the Distribution Licensee exclusively through the issue of an addendum.
- 13.4 Non-attendance at the pre-Bid conference will not be a cause for disqualification of a Bidder.
- 13.5 The clarifications sought for by any prospective Bidder and response given by the Distribution Licensee shall also be communicated to all the prospective Bidders who have purchased the RFP from the Distribution Licensee.

14 Amendment to RFP:

- 14.1 At any time prior to the last date for sale of RFP, the Distribution Licensee may amend the RFP by issuing necessary addendum. Addendum issued shall be part of the RFP.
- 14.2 The addendum will be notified in writing to all prospective Bidders and also uploaded on the official website of the Distribution Licensee.
- 14.3 Such amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their Bid.

- 14.4 In order to give Bidders reasonable time to take the above amendments into account in preparing their Bid, the Distribution Licensee may, at its discretion, extend the Bid Deadline.

15 Preparation of Bid

- 15.1 The Bidder shall prepare **ONE** (1) original set and **TWO** (2) copies of the Bid by filling up the Bid formats prescribed at **Annexures I to XVII** (as applicable), along with the supporting documents and enclosures required to be submitted with the said Annexures.
- 15.2 The original Bid shall be typed and shall be signed on each page, including the supporting documents, by the authorised signatory duly authorised to sign on behalf of the Bidder and the stamp of name and designation of the authorised signatory shall be affixed. The authorised signatory shall initial, if any, all alterations, additions and other amendments made in the Bid. Notarized copy of the Power of Attorney as specified in **Annexure III** in favour of the authorised signatory signing on behalf of the Bidder or in favour of Lead Member of the Consortium or certified copy of the board resolution authorizing the person signing the Bid shall accompany the Bid.
- 15.3 Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the Bid Formats is insufficient.
- 15.4 The pages of the Bid submitted shall be numbered sequentially with an index to facilitate easy cross-reference to such documents. General remarks such as “included in brochure” without specific item reference may not merit consideration, and the Distribution Licensee may choose to ignore such remarks without calling for any clarification from the Bidder.
- 15.5 The Bidder shall be responsible for all the costs associated with the preparation and submission of the Bid participation in the discussion with the Distribution Licensee and attending pre-bid conference etc. and in the event of selection in the finalization and execution of the Distribution Franchisee Agreement. The Distribution Licensee shall not be responsible in any manner for such costs, regardless of the conduct or outcome of this Bidding Process.
- 15.6 The Bid as well as all correspondence and documents relating to the Bidding Process exchanged between the Bidder and the Distribution Licensee shall be in English. Supporting documents and printed literature that are part of the Bid may be in another language, provided they are accompanied by an accurate translation of the entire text in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

16 Bidders to inform themselves fully

- 16.1 The submission of Bid by the Bidder implies that the Bidder has read and accepted the instructions and conditions under RFP and the DFA and has made itself aware of the scope of work and of the conditions and other factors that may have bearing on the fulfillment of obligations under the DFA.
- 16.2 The Bidders shall make independent enquiry and satisfy themselves with respect to all the required information, inputs, conditions & circumstances and factors that may have any effect on its Bid. Once the Bidders have submitted their Bid, the Bidders shall be deemed to have inspected and examined the Franchisee Area (including but not limited to the technical and commercial data of the Franchisee Area, and its geographical condition), and also the risks, contingencies and other circumstances, which may influence or affect the Input Rate. Accordingly, each Bidder acknowledges that, on being selected as the Successful Bidder and on executing the DFA, the Franchisee shall not be relieved from any of its obligations under the RFP and the DFA for any reason whatsoever.
- 16.3 In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including and without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act,

1956, the Environment Protection Act 1986, the Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, the Land Acquisition Act, 1894, the Indian Telegraph Act 1885, the Labour & Employment Laws of India, the Insurance Act, the regulations / standards framed by the Appropriate Commission and the Central Electricity Authority, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

- 16.4 In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code / Supply Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2004, along with related amendments brought in from time to time.
- 16.5 The Distribution Licensee shall not entertain any request for clarifications from the Bidders regarding the above laws / acts / legislations / rules / regulations / standards. Non-awareness of the same shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidders undertake and agree that before submission of their Bid, all such factors as generally brought out above have been fully investigated and considered while submitting their Bids.
- 16.6 The bidders shall not hold the Distribution Licensee responsible for any representation in regard to any of the aspects mentioned above at any time.

17 Period of Validity of Bid:

- 17.1 Bid shall remain valid for **one hundred and eighty (180)** days from the date of opening of the Technical Bid. A Bid valid for a shorter duration shall be liable for rejection.
- 17.2 The Distribution Licensee may solicit the Bidders' consent to an extension of the period of validity. The request for such extension and the response thereto shall be made in writing. Extension of the validity period by the Bidder should be unconditional. A Bidder may refuse to accede to the request without forfeiting the Earnest Money Deposit. A Bidder who extends the validity of the Bid will not be permitted to modify its Bid in any respect and shall extend the validity of the bank guarantee, if submitted for Earnest Money Deposit. .

18 Earnest Money Deposit (envelope 1)

- 18.1 Bidder shall deposit Rs 4.00 Crores only by way of bank guarantee in prescribed proforma attached as **Annexure-XIV** or in the form of Demand Draft / Banker's cheque / Pay order drawn on a nationalized / scheduled bank in favour of "MPPKVV Co. Ltd" payable at Indore. Cheques or any other form of EMD will not be accepted. Failure to submit the Earnest Money Deposit as mentioned above shall lead to rejection of the Bid. The Technical Bid (envelope-2) and Price Bid (envelope - 3) in case of such Bidders shall not be opened and returned un-opened. The bank guarantee should be valid for a period of two hundred and forty (240) days from the Bid Deadline, with an additional claim period of sixty (60) days.
- 18.2 The EMD of the unsuccessful Bidders will be returned not later than sixty (60) days after the expiry of the period of Bid validity as specified in the RFP.
- 18.3 The EMD of the Successful Bidder will be returned after submission of the Performance Security as per Clause 28.3 of this RFP and execution of the Distribution Franchisee Agreement.
- 18.4 No interest shall be payable on the Earnest Money Deposit.

- 18.5 The EMD shall be forfeited on the happening of any one or more of the following events:
- (i) If the Bidder modifies its Bid except as per the provisions specified in this RFP;
 - (ii) If the Bidder withdraws its Bid before the expiry of the validity period of the Bid;
 - (iii) If the Selected Bidder, within sixty (60) days of the date of acceptance of Letter of Award by the Distribution Licensee, fails to provide the Performance Security and / or fails to execute the DFA;
 - (iv) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect or the Bidder makes any misrepresentation in the Bid;
 - (v) Any error in Price Bid shall be corrected as per Clause No. 24.1 and in case the Bidder does not accept the correction;
 - (vi) If the Successful Bidder does not accept the Letter of Award unconditionally within seven (7) days of issue of Letter of Award as per Clause 23.3(ii).

19 Price Bid

- 19.1 The Bidders are required to submit their Price Bid, mentioning the Input Rate for Input Energy for each year of the Contract Period, applicable for the energy to be injected by the Distribution Licensee at Input Point(s) in the Franchisee Area. The Bidders are required to submit their Price Bid along with the covering letter as per the formats prescribed in **Annexures XII & XIII**.
- 19.2 The Input Rate to be quoted by the Bidder for each year of the Contract Period shall be up to three (3) decimal places. The quoted Input Rate shall factor in the capital expenditure to be incurred and the minimum reduction in AT&C Losses in terms of Article 14 and Article 19.1 respectively of the Distribution Franchisee Agreement.
- 19.3 The AT&C Losses of Base Year for the Franchisee Area is as specified under Clause 5 of this RFP.
- 19.4 The Distribution Licensee, in its assessment of improvements of various network parameters based on prudent capital investment, has projected annual internal benchmarks for revenue per unit input for the next fifteen (15) years. These projections would serve as a benchmark / reserve price for evaluation of the Price Bid and shall be provided during the pre-bid conference. If any Bid fails to meet these benchmarks in any of the years for the Contract Period, such Bid shall be rejected by the Distribution Licensee.
- 19.5 The evaluation of the Price Bid submitted by the Qualified Bidders, shall be carried out by comparing the levelised annual Input Rate for the Contract Period as per **Annexure XV**, computed at a discount rate of 10.74%. However, in case the discount rate is revised by Central Electricity Regulatory Commission, the rate as applicable on Price Bid opening date shall be applicable.
- 19.6 The objective of the evaluation of the Price Bid is to shortlist a Bidder who has offered the maximum levelised Input Rate for the Input Energy to be injected by the Distribution Licensee at Input Point(s) in the Franchisee Area.
- 19.7 The Bidders may note that Input Rates to be quoted by them shall be excluding electricity duty and cess, which shall be payable separately by the Distribution Franchisee to the Government of Madhya Pradesh in the manner as advised by the Distribution Licensee as per the rates notified by the Government of Madhya Pradesh from time-to-time. The electricity duty and cess, as worked out on the basis of the bills generated for the Consumers in each month, shall become the payment obligation of the Distribution Franchisee, irrespective of the realization from the Consumer.

19.8 The Bidder, short-listed after evaluation of Technical Bid, quoting the maximum levelised Input Rate in the Price Bid will be selected for awarding the Project. The Distribution Licensee's decision in the matter shall be final and binding on the Bidder.

19.9 Any conditional Price Bid shall be rejected.

20 Procedure for submission of Bid

20.1 The Bidder is required to submit the Bid in the following manner in separate envelopes.

- (i) **Envelope 1** shall contain covering letter for the cost of document (if applicable), the Document Processing Fee, the Earnest Money Deposit as per prescribed format in **Annexure I**. Envelope 1 shall be superscripted as follows:

“Cost of document, Document Processing Fee and Earnest Money Deposit for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District”

“Name of the Bidder.....”

“Due for opening on 3rd September’2011”

- (ii) **Envelope 2** shall contain the Technical Bid, one original and two copies along with the Covering Letter, as per the prescribed formats as per **Annexures II, III, IV, V, VI, VII, VIII, IX, X, XI and XIV** (as applicable), including the Distribution Franchisee Agreement (**Annexure XVII**) duly signed and stamped on all pages by the authorised signatory and shall be kept in a separated sealed envelope or a box.

The original and copy of the Technical Bid shall be clearly marked **“Original”** and **“Copy”** respectively. In the event of any discrepancy between the original and the copy, the original shall prevail. Envelope-2 shall be superscripted as follows:

“Technical Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District”

“Name of the Bidder.....”

“Due for opening on 3rd September’2011”

- (iii) **Envelope 3** shall contain one original and two copies of the Price Bid, along with the Covering Letter, as per the prescribed formats as per **Annexures XII & XIII** and shall be kept in a sealed envelope:

The original and copy of the Price Bid shall be clearly marked **“Original”** and **“Copy”**, respectively. In the event of any discrepancy between the original and the copy, the original shall prevail. Envelope-3 shall be superscripted as follows:

“Price Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District”

“Name of the Bidder”

“Due for opening on 22nd September’2011”

20.2 All the three envelopes, i.e., **envelope 1, 2 and 3** should then be kept in one big cover or box with superscripted as follows

RFP (TENDER) SPECIFICATION NO. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11

“BID FOR SELECTION OF DISTRIBUTION FRANCHISEE FOR DISTRIBUTION OF ELECTRICITY FOR DEWAS DISTRICT”

To,

Designation: Chief Engineer (Commercial)
Address: O/o CMD (WZ), MPPKVV Co. Ltd, GPH, Pologround, Indore- 452003
Phone: 0731-2422045 (Extn. 111)
Fax: 0731-2423300
Email: cecomwz@gmail.com

“Name of the Bidder:”

“Due for opening on 3rd September’2011”

20.3 Formats for Submission of Bid:

Sl. No.	Annexure	Description	Envelope
1	I, XIV	Covering letter for submission of cost of RFP, Document and Processing fee and EMD	Envelope 1
2	II	Covering letter for Technical Bid	Envelope 2
3	III	Format of Power of Attorney in favour of authorised signatory	Envelope 2
4	IV	Format for Power of Attorney in favour of Lead Member of Consortium	Envelope 2
5	V	Format for Consortium Agreement	Envelope 2
6	VI	Format for Qualification Requirement	Envelope 2
7	VII	Letter of Authorization from Affiliate(s)	Envelope 2
8	VIII (A)	Undertaking for equity investment from Affiliate(s)	Envelope 2
9	VIII (B)	Format for the Board resolution of Financially Evaluated Entity	Envelope 2
10	IX	Format of Relationship & Details of Equity Shareholding	Envelope 2
11	X	Bidders Undertaking	Envelope 2
12	XI	Format of Authorization	Envelope 2
13	XVII	Signed copy of DFA	Envelope 2
14	XII	Covering letter for Price Bid	Envelope 3
15	XIII	Format for Price Bid	Envelope 3

- 20.4 Unless delivered personally, the Bid shall be sent by Speed post / Courier so as to reach not later than the Bid Deadline. Any Bid not received by the Bid Deadline as specified in the RFP, for whatever reason, shall not be opened and returned un-opened to the Bidder.
- 20.5 When Bids are delivered personally, the same shall be dropped in the tender box, kept in the office of the **Chief Engineer (Commercial), O/o CMD (WZ), MPPKVCL, GPH, Pologround Indore - 452003**, on any working day during the working hours up to Bid Deadline. Nobody is authorised to receive or issue receipt for the Bid delivered by hand.
- 20.6 Open Bid through telegram / fax / e-mail shall not be considered under any circumstances.
- 20.7 A Bid which gets opened before the Bid Deadline as a result of improper sealing or absence of superscription as specified above on the envelopes shall be liable for rejection.
- 20.8 If the Bid does not include information as per the prescribed formats for it to be evaluated and / or it is not signed and / or stamped in the manner and to the extent indicated in this RFP, it shall be liable for rejection.
- 20.9 The Bid shall be typed legibly on the prescribed format and shall be free from any erasure, overwriting and cutting. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date by the authorised signatory.

21 Modification and withdrawal of Bid:

- 21.1 Bidder may modify or withdraw its Bid by giving notice in writing before the Bid Deadline specified in Clause 8.
- 21.2 The envelope containing the Bidder's modification or withdrawal shall be sealed and marked, "**MODIFICATION OF BID FOR SELECTION OF DISTRIBUTION FRANCHISEE FOR DISTRIBUTION OF ELECTRICITY FOR DEWAS DISTRICT**" or "**WITHDRAWL OF BID FOR SELECTION OF DISTRIBUTION FRANCHISEE FOR DISTRIBUTION OF ELECTRICITY FOR DEWAS DISTRICT**", as the case may be. The Bidders shall submit the amended or modified portion of the Bid.
- 21.3 Any attempt on the part of a Bidder to alter or modify the Bid or to submit additional information or material or to withdraw its Bid subsequent to the Bid Deadline, shall be disregarded.

22 Opening of Bid

- 22.1 **Due date for opening of Technical Bid:** As specified in Clause 8 of this RFP
- 22.2 **Due date for opening of Price Bid:** As specified in Clause 8 of this RFP
- 22.3 Bids will be opened on the above mentioned date and time in the presence of such Bidders or their authorised representatives who wish to be present at the time of opening. Only authorised representatives, possessing necessary authorisation letter from the Bidder, shall be allowed to attend the Bid opening.
- 22.4 The following information from each Bid will be read out to all the Bidders at the time of opening of envelope 1, envelope 2 (Technical Bid) and envelope 3 (Price Bid):

- Details of cost of document (if applicable), the Document Processing Fee and the EMD (applicable for envelope-1)
- Name of the Bidding Company / Consortium Members in case of Bidding Consortium. (applicable only for envelope-2 Technical Bid)
- Quoted Input Rate (applicable only for envelope-3 Price Bid)

23 Bid examination & evaluation process

23.1 The Distribution Licensee shall examine the Bid to determine whether they are complete in every respect or not.

23.2 **Technical Evaluation:** Initially, the Technical Bid will be opened and evaluated by the Distribution Licensee. A Bidder is required to fulfil all the Technical and Financial Criteria specified in Clause 10 of the RFP. Any Bidder, who does not meet any of the criteria specified in Clause 10 of the RFP, shall be considered as disqualified and consequently its Price Bid shall not be opened.

23.3 Bidder selection:

- (i) The levelized Input Rate shall be computed as per Clause 19.5 of this RFP and ranked from the highest to the lowest and the Bidder with highest levelized Input Rate shall be declared as the Successful Bidder and the Letter of Award shall be issued to such Successful Bidder in two (2) copies as per Clause 27.1, subject to the provisions of Clauses 10.13 and 10.14 of this RFP.
- (ii) The Successful Bidder shall unconditionally accept the Letter of Award, and record on one (1) copy of the Letter of Award, “Accepted unconditionally” under the signature of the authorised signatory of the Successful Bidder and return such copy to the Distribution Licensee within seven (7) days of issue of Letter of Award. Failure by the Selected Bidder to accept the Letter of Award unconditionally within seven (7) days of issue of Letter of Award shall entail forfeiture of the Earnest Money Deposit.
- (iii) If the Successful Bidder, to whom the Letter of Award has been issued, does not fulfill any of the conditions specified in Clauses 11.3, 26 and 28.3; then, subject to Clause 28.4, the Distribution Licensee reserves the right to annul the award of the Project and cancel the Letter of Award, in such case the Earnest Money shall be forfeited as per Clause 18.5(iii).
- (iv) In case the Distribution Licensee does not finalise the contract with the Successful Bidder for any reason whatsoever, the Distribution Licensee shall be entitled to consider the next best Price Bid.

24 Correction of Errors:

The discrepancies or arithmetic errors in the Price Bid shall be corrected by the Distribution Licensee as follows:

24.1 Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

24.2 In case of arithmetical errors, the Distribution Licensee will carry out the corrections in accordance with Clause 24.1, and the same shall be binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Earnest Money Deposit shall be forfeited in accordance with Clause 18.5(v).

25 Responsiveness of Bid:

- 25.1 The Distribution Licensee's determination of responsiveness of a Bid is to be based on the contents of the Bid itself. Any Bid not submitted in the manner prescribed herein shall be deemed Non-Responsive and liable for rejection without any further reference to the Bidder.
- 25.2 A Bid may be deemed "**Non-Responsive**" at any time prior to the issue of Letter of Award without incurring any liability if,
- (i) the Bid does not include information as per the prescribed formats for it to be evaluated and / or it is not signed and / or stamped in the manner and to the extent indicated in this RFP shall be liable for rejection as per Clause 20.8 of this RFP;
 - (ii) the Bid gets opened before the Bid Deadline as a result of improper sealing or absence of superscription as specified above on the envelope shall be liable for rejection as per Clause 20.7 of this RFP;
 - (iii) the Bid, does not fulfil all or any of the requirements of Bid submission or are incomplete in any respect, is liable to be rejected;
 - (iv) the Bidder fails to comply with the requirement of Clause 10.11;
 - (v) the Bidder fails to submit the clarifications sought by the Distribution Licensee within the specified time as per Clause 12.4;
 - (vi) the Bid is valid for a shorter duration than prescribed as per Clause 17.1;
- 25.3 A Bid shall be rejected in any of the following circumstances:
- (i) It is not accompanied by a valid cost of document, Document Processing Fee and EMD as required under Clauses 9.3, 9.4 and 18.1;
 - (ii) The Bidder submitting more than one Bid against same RFP and Bidder having conflict of interest as per Clause 10.12;
 - (iii) The Bid found to have arithmetical errors and Bidders not accepting such correction as per Clause 24.1;
 - (iv) The Bid fails to meet the reserve price/ benchmarks in any of the years for the Contract Period as per Clause 19.4;
 - (v) It is conditional Price Bid as per Clause 19.9; and
 - (vi) The Bidder has adopted any Fraudulent, Corrupt and Coercive Practices or made any misrepresentation in the Bid in terms of Clause 31.
- 25.4 The Distribution Licensee reserves the right to interpret the Bid in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard, the Distribution Licensee shall have no liability towards any Bidder and no Bidder shall have any recourse to the Distribution Licensee with respect to the Bidding Process. The Distribution Licensee shall evaluate the

Bid using the process specified in this RFP at its sole discretion. The Distribution Licensee's decision in this regard shall be final and binding.

26 Special Purpose Vehicle (SPV)

- 26.1 The Selected Bidder shall mandatorily incorporate a Special Purpose Vehicle (SPV) within forty-five (45) days of the date of issue of the Letter of Award, if not already formed at the time of submission of the Bid. The DFA shall be executed between the SPV and Distribution Licensee.
- 26.2 The commitments related to shareholding and lock-in period shall be as specified in Article 31 of the Distribution Franchisee Agreement.

27 Letter of Award:

- 27.1 The Distribution Licensee will notify the Successful Bidder by speed post, fax and email that its Bid has been accepted. The notification letter (hereinafter referred to as "Letter of Award") shall specify the details of Performance Security to be submitted by the Successful Bidder within sixty (60) days from the date of acceptance of the Letter of Award as per Clause 23.3(ii) of this RFP.
- 27.2 At the same time, the Distribution Licensee will publish in an English language newspaper and Hindi newspaper widely circulated in Franchisee Area, the results of Bidding Process with the following information:
- I. RFP specification number / Project name
 - II. Name of the Successful Bidder and the levelised Input Rates offered. This information shall also be freely accessible on the Distribution Licensee's official website.

28 Submission of Performance Security

- 28.1 Performance Security, in the form of an unconditional, revolving and irrevocable letter of credit ("Letter of Credit" or "IRLC") from any nationalised bank for an amount equal to the sum of the following:
- (i) Two and half (2.5) months' estimated amount payable to the Distribution Licensee by the Distribution Franchisee based on the Minimum Input Energy committed by the Distribution Licensee calculated at Input Rate for the first year of Contract Period as per the provisions of DFA, and
 - (ii) Two and half (2.5) times the amount of average monthly electricity duty and cess billed by the Distribution Licensee in the Base Year for Franchisee Area;

All charges related to the Letter of Credit shall be borne by the Distribution Franchisee.

- 28.2 The Letter of Credit shall be initially valid for twelve (12) months from the date of its issue. The Distribution Franchisee shall renew the Letter of Credit as per the provision of the Distribution Franchisee Agreement.
- 28.3 The Selected Bidder shall, within sixty (60) days from the date of acceptance of the Letter of Award, furnish Performance Security as per the details provided in Clause 28.1 and the provisions included in the Distribution Franchisee Agreement and execute the Distribution Franchisee Agreement. The cost of all stamp paper, duties, etc. shall be borne by the Selected Bidder.

28.4 Failure by the Selected Bidder to furnish the prescribed Performance Security, incorporate the SPV, obtain the certificate of commencement of business of such SPV and execute the Distribution Franchisee Agreement within the period specified above shall entail forfeiture of the Earnest Money Deposit and cancellation of the Letter of Award, without prejudice to the right of the Distribution Licensee to recover further damages, if any, from the Selected Bidder.

29 Date of Commencement of Work:

29.1 The Effective Date shall be intimated by the Distribution Licensee to the Distribution Franchisee to commence its operations as per the provisions of the Distribution Franchisee Agreement.

29.2 The Engineer-in-charge shall hand over the Project to the Distribution Franchisee for the Franchisee Area after the Distribution Franchisee Agreement has been executed and Effective Date has been communicated to the Distribution Franchisee.

30 Conflict of Interest

A Bidder shall not have any Conflict of Interest with any other Party in the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

31 Fraud and Corrupt Practices

31.1 The Bidders shall observe the highest standard of ethics during the Bidding Process. The Distribution Licensee shall reject a Bid if it finds that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent or coercive practices in the Bidding Process. For the purposes of this provision, the terms set forth are defined as follows

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the action of a public official in the Bidding Process;
- b) **“Fraudulent practice”** means a misrepresentation or concealment of facts in order to influence the Bidding Process ; and
- c) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding Process.

31.2 The Bidders should note that:

If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Distribution Licensee reserves the right to reject such Bid or cancel the Letter of Award, if issued at any stage. If such an event is discovered after the Effective Date, consequences specified in the DFA shall apply.

31.3 Canvassing or mobilizing support in any form for the acceptance of a Bid is strictly prohibited

32 Right to reject

32.1 The Distribution Licensee reserves the right to reject any Bid or all Bids at any time prior to the issue of Letter of Award, without thereby incurring any liability towards the Bidder or Bidders or any obligation to disclose the grounds for such rejection.

32.2 The Distribution Licensee further reserves the right to cancel the RFP at any time prior to the issue of Letter of Award, without assigning any reasons whatsoever.

33 Jurisdiction

33.1 All disputes arising under or in connection with this RFP and the Bidding Process shall be governed by the laws of India and subject to the exclusive jurisdiction of the Courts in Indore, Madhya Pradesh.

33.2 The Distribution Franchisee shall be bound by all the directions issued by the MPERC from time to time and acknowledges and accepts that MPERC can exercise its powers and functions *qua* the Distribution Franchisee notwithstanding that the Distribution Franchisee is not a licensee of MPERC. Further, any direction issued by MPERC to the Distribution Licensee shall *mutatis mutandis* apply to the Distribution Franchisee upon being intimated by the Distribution Licensee to the Distribution Franchisee.

ANNEXURES I TO XVII

**Covering Letter for submission of cost of RFP, Document and Processing Fee and EMD
(Refer Clause 20.1 of this RFP)**

(The covering letter is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium)

(To be kept in envelope 1)

Date:
From:
Tel.:
Fax:
E-mail address:

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP Specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We are enclosing the following:

- a. **<Bidder to insert this Clause if applicable>** Account payee Demand draft / Bankers Cheque / Pay Order (No. dated <Bidder to insert number and date> drawn on <Bidder to insert name of the Bank on which drawn>) for Rs. 10,000/- (Rs. Ten Thousand only), drawn in favour of "MPPKVV Co.Ltd" <Bidder to insert the name and address of the accounting unit> payable at Indore , towards cost of RFP.
- b. Account payee Demand draft / Bankers Cheque / Pay Order (No. dated <Bidder to insert no and date> drawn on<Bidder to insert name of the bank on which drawn>) for Rs.50,000/- (Rs. Fifty Thousand only), drawn in favour of "MPPKVV Co.Ltd". payable at Indore towards Document and Processing fee.
- c. Account payee Demand draft / Bankers Cheque / Pay Order (No. dated <Bidder to insert no and date> drawn on <Bidder to insert name of the bank on which drawn>) Rs 4.00 Crores in favour of "MPPKVV Co.Ltd". payable at Indore towards Earnest Money Deposit. [*Strike out if not applicable*].

Or

Bank Guarantee in prescribed proforma from a nationalized / scheduled bank in India in favour of the Distribution Licensee for Rs. 4.00 Crores valid for a period of two hundred and forty days (240) days from the Bid Deadline with a claim period of sixty (60) days. [*Strike out if not applicable*].

Enclosures:

1.
2.
3.

Thanking You,

.....
(Signature of authorised signatory in whose favour Power of Attorney / Board resolution is issued along with company seal)

Name:

Designation:

Date:

Place:

**Covering Letter for Technical Bid
(Refer Clause 20.1)**

(The covering letter is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium along with the Technical Bid)

(To be kept in envelope 2)

[On the letter head of the Bidding Company or Lead Member in case of bidding Consortium]

Date:
From:
Tel.:
Fax:
E-mail address:

To,
Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

Please find enclosed one (1) original + two (2) copies of our Technical Bid for appointment of the Distribution Franchisee for Dewas District in response to the Request for Proposal document datedissued by the *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* and subsequent amendment thereof.

We hereby confirm the following:

- a) We hereby unconditionally and irrevocably agree and accept that the decision made by the *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bidding Process.
- b) We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the DFA, in the event of our selection as the Distribution Franchisee. We further undertake and agree that all such factors as mentioned in Clause 16 of RFP have been fully examined and considered while submitting the Bid.
- c) The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- d) We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one hundred and eighty (180) days from the date of opening of the Technical Bid.
- e) We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the RFP issued by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* and in

any subsequent communication sent by *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*. Our Technical Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*.

- f) We, as the Bidding Company / Lead Member, designate Mr. / Ms. <Bidder to insert name and designation> as our Contact person whose details are given as under:
- i. Designation:
 - ii. Name of the Company:
 - iii. Address of Bidder:
 - iv. Phone Number:
 - v. Fax No.:
 - vi. E-mail address:
- g) We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP.
- h) We have neither made any statement nor provided any information in this Bid which, to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case any of this is found to be incorrect, pursuant to our selection as Selected Bidder and execution of DFA, this will be treated as Event of Default as per the provisions of the Distribution Franchisee Agreement and dealt with accordingly.
- i) We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of DFA.
- j) Our Bid has been duly signed by the authorised signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney in the requisite format / Board resolution as per RFP has been enclosed in original with this letter.

It is certified that we agree to all the Clauses of the RFP and the related amendments issued till date on the RFP.

Thanking You,

.....

(Signature of authorised signatory in whose favour Power of Attorney / Board resolution is issued along with company seal)

Name:

Designation:

Date:

Place:

FORMAT OF POWER OF ATTORNEY

(To be kept in envelope 2)

(Refer Clause 15.2)

(On non-judicial Stamp Paper of requisite value duly notarized to be provided by the Bidding Company or Lead Member of the Bidding Consortium in favour of authorised signatory)

KNOW ALL MEN BY THESE PRESENTS, we *<Bidder to insert the name of the Bidding Company / Lead Member of the Bidding Consortium and its address of the registered office>* do hereby constitute, appoint and authorize Mr. *<Bidder to insert full name and residential address>* who is presently employed with us and holding the position of *<Bidder to insert the designation of the authorised signatory>* as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project in response to the RFP dated 30th June, 2011 [Insert the date of issue of the RFP] issued by the Chief Engineer (Commercial) *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*, including signing and submission of the Bid and all other documents related to Bid including undertakings, letters, certificates, acceptances, clarifications, guarantees etc., and providing information / responses to *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* and to represent us in all matters in connection with our Bid for the said Project till the completion of the Bidding Process.

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.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Dated this day of 2011 *<Bidder to insert date of the execution of the power of attorney>*

For:

.....
(Signed by within named)

..... *<Bidder to insert the name of the executant company>*

Through the hand of Mr. / Ms.

Duly authorised by the Board to issue Power of Attorney

Dated this..... day of

Accepted

.....
(Signature of Attorney)

.....
.....
.....
(Name, Designation, Address of the Attorney)

Attested

.....
(Signature of executant)

.....
.....
.....

[Bidder to insert name, designation, and address of the executant]

Notarisation

.....
(Signature and Stamp of Notary of the place of execution)

Common Seal of *<Bidder to insert name of the Bidding Company or Lead Member of the Bidding Consortium>* has been affixed in my / our presence pursuant to Board of Director's Resolution dated..... *<Bidder to insert date of the relevant resolution>*

Witness: For affixation of the common seal (as per Articles os Association of the Company or Board resolution for affixation of the common seal)

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Note:

- *To be executed in favour of the authorised representative of the Bidder / Lead Member of the 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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants.*
- *In case the Bid is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Format for Power of Attorney to be provided by each of the other Members of the Consortium in favor of the Lead Member (Refer Clause 11.2)

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office atand M/s having its registered office at....., [*Insert names and registered offices of all Members of the Consortium*] the Members of Consortium have formed a Bidding Consortium named [*Insert name of the Consortium*] (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid against RFP dated 30th June, 2011 (in the event selected as the qualified Bidder) as part of the process of selection of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District through competitive Bidding Process, for which Bids have been invited by the *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* having its registered office at O/o CMD (WZ) MPPKVV Co.Ltd Indore We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members the Bid in response to RFP.
- ii) To do any other act or submit any information and document related to the above Bid.

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

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

IN WITNESS WHEREOF M/s. <*Bidder to insert name of the Member of the Bidder*>, as the Member of the Consortium have executed these presents on this..... day of under the Common Seal of our company.

Common Seal of [*Bidder to insert name of the Member whose Common Seal has been affixed*] has been affixed in my / our presence pursuant to the Board of Director’s resolution dated [*Member of the Consortium to insert the date on which the Common Seal has been executed*]

For and on behalf of Consortium Member M/s [*Bidder to insert name of the Member providing the Power of Attorney*]

.....
(Signature of authorised representative)

[Member of the Consortium to insert name, designation, place of execution and date of execution of the power of Attorney]

Name:
Designation:
Place:
Date:

WITNESS:

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Accepted:

Specimen signatures of attorney attested

.....
(Signature of the Notary Public)

.....
.....
.....

(Name, Designation and Address of the Attorney)

Place:
Date:

Note:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorised by the executant(s) in this regard.
- (2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Format for Consortium Agreement
(To be kept in envelope 2)**

(Refer Clause 11.1)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement, executed on this.....day ofTwo thousand..... between M/s....., a company incorporated under the laws ofand having its Registered Office at..... (hereinafter called the "Lead Member", 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 "Consortium Member-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 " Consortium Member-2", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid in response to RFP and in the event of selection as Selected Bidder, incorporation of SPV and entering into DFA with the*Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.*

WHEREAS the [*Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*] desired to appoint Distribution Franchisee for Distribution and Supply of Electricity for Dewas District through a competitive Bidding Process, and had invited Bids in response to RFP;

AND WHEREAS Clauses 11.1 and 11.3 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFP wherein the Consortium Members have to commit equity of a specific percentage for the Project and be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

- 1) We the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... <Insert name of the Lead Member>, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of<Bidder to insert the names of all the other Members of the Consortium to be filled in here>;
- 2) The Lead Member is hereby authorised by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members;
- 3) Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own liability as well as the liability of other Members;

- 4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
- 5) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital of the SPV” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding in SPV	Role Envisaged
..... [Lead Member]		
..... [Member-1]		
..... [Member-2]		
Total	100 %	

[**Note:** The percentage equity holding in the SPV for Lead Member shall not be less than 51% and for other Members the equity holding shall not be less than 10%]

- 6) The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilising debt resources for the Project and achieving financial closure.
- 7) In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable to meet the total equity obligation.
- 8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 9) It is further specifically agreed that the financial liability for equity contribution of Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 10) It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as given in the para-5 of this Consortium Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.
- 11) It is clearly agreed that the Lead Member shall ensure performance under this Agreements and if one or more Consortium Members fail to perform its / their respective obligations under this Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
- 12) This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Indore, Madhya Pradesh alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

- 13) It is hereby agreed that the Lead Member shall furnish the EMD, as stipulated in the RFP, on behalf of the Consortium Members.
- 14) It is hereby agreed that, in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security on behalf of the Selected Bidder in favor of *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore* as stipulated in the RFP and DFA.
- 15) It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Bid and shall remain valid till the execution of the DFA unless expressly agreed to the contrary by the *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*. Over the Contract Period of the DFA, the provisions of DFA shall apply on the Consortium Members.
- 16) The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.
- 17) It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*.
- 18) We the members of the Consortium and parties to the Consortium Agreement do hereby expressly agree that the entire Bid Document has been reviewed and each element of the Bid is agreed to along with the investment commitment in the SPV for the Distribution Franchisee.

This Consortium Agreement

- a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,
- b) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- c) may not be amended or modified except in writing signed by each of the parties and with prior written consent of *Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore*.

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

For the Lead Member:

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

For and on behalf of
 Lead Member (Party-1)
 M/s.....
 (Signature of authorised
 representative)

(Name:
 Designation:
 Place:

Date:

WITNESS:

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

For Consortium Member 1:

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

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

Name:
Designation:
Place:
Date:

WITNESS:

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

For Consortium Member 2:

Common Seal of
has been affixed in my / our

For and on behalf of
Consortium Member-2

presence pursuant to the
Board of Director's
resolution dated

M/s.....
(Signature of authorised
representative)

Name:
Designation:
Place:
Date:

WITNESS:

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Attested:

.....
(Signature and Seal of Notary Public)

Place:
Date:

ANNEXURES FOR QUALIFICATION REQUIREMENT

Sl. No.	Annexure	Description
1	VI-A1	Financial Criteria- Networth
2	VI-A2	Financial Criteria- Average Annual Turnover
3	VI-A3	Financial Criteria- PAT
4	VI-B1	Technical Criteria- Plant under Commercial Operations
5	VI-B2	Technical Criteria- Plant under Construction
6	VI-B3	Technical Criteria- Construction and Erection Of power plants or transmission lines.
7	VI-B4	Technical Criteria- Turnover from G/T/D equipment
8	VI-B5	Technical Criteria- Manpower Strength (Bidding Co. / Lead Member)
9	VI-B6	Technical Criteria- Manpower Strength (Other than the lead Member)

Format for Qualification Requirement

(Refer Clause 10)

[On the Letter Head of the Bidding Company / Lead Member of Bidding Consortium]

(To be kept in envelope 2)

ANNEXURE VI-A1

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

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

We certify that the Financially Evaluated Entity had a Net Worth of Rs. Crore computed based on unconsolidated audited annual accounts for the financial year 2009-10

This Net Worth has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the maximum Net Worth of the Bidding Company and / or its Affiliate(s) for the financial year 2009-10 as per following details:

*

Name of Financially Evaluated Entity	Relationship with Bidding Company*	Net Worth (Rs. Crore)
h e [Bidding Company] or c [Affiliate(s) , if applicable]		
o		
Total Net Worth		

The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Affiliate(s) has been used for meeting Qualification Requirements.

2 [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity(ies) had a Net Worth of Rs. Crore, computed based on the unconsolidated audited annual accounts for the financial year 2009-10

This Net Worth has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the Net Worth of each Member of Bidding Consortium and / or Affiliate(s) of the Lead Member of Consortium for the financial year 2009-10 as per following details:

Name of Consortium Member	Equity Commitment in the Project (%)	Net Worth of Member (Rs. Crore) (As per table below)	Networth Requirement to be met by Member in proportion to the Equity Commitment (Rs. Crore)	Whether the Member meets the Net Worth Requirement
(1)	(2)	(3)	(4) = 2 x Total Net Worth requirement for this Project as per Clause 10.2(a)	(5)
..... [Lead Member] or Affiliate(s)*			Yes / No
..... [Member-1]*			Yes / No
..... [Member-2]*			Yes / No
Total Net Worth for financial Qualification Criteria	100%			

*[Note: The percentage equity holding by the Lead Member in the Project SPV shall not be less than 51% and for other Members, the equity holding shall not be less than 10%]

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member’s Statutory Auditors]

- i. Name of Member:
- ii. Total Net Worth requirement: Rs Crore
- iii. Percentage of equity commitment for the Project by the Member:.....%
- iv. Net Worth requirement for the Members #: Rs. Crore.
- v. Financial Year 2009-10

Name of Financially Evaluated Entity	Relationship** with Member of Consortium	Networth (Rs. Crore)
..... [Company 1]		
..... [Company 2]		
..... [Company 3]		
Total Net worth		

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

** The column for “Relationship with Lead Member of Consortium” is to be filled in only in case financial capability of Affiliate(s) has been used for meeting Qualification Requirements. Member of the Consortium is required to meet the Financial criteria on its own and not permitted to use the credentials of its Affiliate(s).

Yours faithfully,

.....
(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Name:

Date:

Place:

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

Date:

(Please also affix Bidder’s stamp)

Note:

1. Along with the above format, in a separate sheet, please provide details of computation of Net-worth duly signed by the Full time Director on the Board of the Financially Evaluated Entity and statutory auditor of Financially Evaluated Entity.

Bidders should attach the Audited Annual Accounts for 2009-10 and 2008-09 in respect of the following:

- Bidding Company
- Lead Member of Bidding Consortium
- Affiliate(s) of Bidding Company, if applicable
- Affiliate(s) of Lead Member of the Bidding Consortium, if applicable
- Each Member of Consortium if applicable.

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

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

We certify that the Bidding Company had an average Annual Turnover of Rs. Crore computed based on unconsolidated audited annual accounts for 2009-10

This average Annual Turnover has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the Annual Turnover of the Bidding Company and / or its Affiliate(s) for the 2009-10 as per following details:

Name of Financially Evaluated Entity	Relationship with Bidding Company*	Annual Turnover (Rs. Crore)
[Bidding Company] or [Affiliate(s), if applicable]		
Total Annual Turnover		

* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Affiliate(s) has been used for meeting Qualification Requirements.

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

We certify that the Financially Evaluated Entity(ies) had a average Annual Turnover of Rs. Crore computed based on unconsolidated audited annual accounts of 2009-10 and 2008-09 immediately preceding the Bid Deadline.

This average Annual Turnover has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the Annual Turnover of each Member of Bidding Consortium and / or Affiliate(s) of the Lead Member for 2009-10 and 2008-09 as per following details:

Name of Consortium Member	Equity Commitment in the Project (%)	Average Annual Turnover of Member (Rs. Crore)	Average Annual Turnover Requirement to be met by Member in proportion to the Equity Commitment (Rs. Crore)	Whether the Member meets the Average Annual Turnover Requirement
(1)	(2)	(3)	(4) = 2 x Average Annual Turnover requirement for this project as per Clause 10.2 (c)	(5)
..... [Lead Member] or Affiliate(s)*			Yes / No
..... [Member-1]*			Yes / No
..... [Member-2]*			Yes / No
Total Annual Turnover for financial Qualification Criteria	100%			

*[Note: The percentage equity holding in the Project SPV for Lead Member shall not be less than 51% and for other Members the equity holding shall not be less than 10%]

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

- i. Name of Member:
- ii. Total Turnover requirement: Rs. Crore
- iii. Percentage of equity commitment for the Project by the Member:.....%
- iv. Average Annual Turnover requirement for the Members[#]: Rs. Crore

Name of Financially Evaluated Entity	Relationship** with Member of Consortium	Average Annual Turnover (Rs. Crore)
..... [Company 1]		
..... [Company 2]		
..... [Company 3]		
Total Turnover		

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

** The column for “Relationship with Member of Consortium” is to be filled in only in case financial capability of Affiliate(s) of Lead Member has been used for meeting Qualification Requirements. Member of the Consortium is required to meet the Financial criteria on its own and not permitted to use the credentials of its Affiliate(s).

Yours faithfully,

.....
(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Name:

Date:

Place:

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

Date:

(Please also affix Bidder’s stamp)

Note:

1. Along with the above format, in a separate sheet, please provide details of computation of Average Annual Turnover duly signed by the Full time Director on the Board of the Financially Evaluated Entity and statutory auditor of Financially Evaluated Entity.

Bidders should attach the Audited Annual Accounts for FY 2009-10 and FY 2008-09 in respect of the following:

- Bidding Company
- Lead Member of Bidding Consortium
- Affiliate(s) of Bidding Company, if applicable
- Affiliate(s) of Lead Member of the Bidding Consortium, if applicable
- Each Member of Consortium if applicable.

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

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

We certify that the Bidding Company had positive profit after tax (PAT) of Rs. Crore and Rs. Crore for each of the 2008-09 and 2009-10 computed based on unconsolidated audited annual accounts.

This profit after tax (PAT) has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the profit after tax (PAT) of Bidding Company and / or its Affiliate(s) for 2008-09 and 2009-10 as per following details:

Name of Financially Evaluated Entity	Relationship with Bidding Company*	Profit after tax (PAT) (Rs. Crore)
[Bidding Company] or [Affiliate(s), if applicable]		
1.		
2.		
Total		

* The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Affiliate(s) has been used for meeting Qualification Requirements.

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

We certify that the Bidding Consortium had positive profit after Tax (PAT) of Rs.Crore and Rs. Crore for 2008-09 and 2009-10 computed based on unconsolidated audited annual accounts.

This Profit after tax (PAT) has been calculated as per the instructions provided in the RFP. For the above calculations, we have considered the profit after tax (PAT) of each Member of Bidding Consortium and/ or Affiliate(s) of the Lead Member for 2008-09 and 2009-10 as per following details:

Name of Consortium Member	Equity commitment in the Project (%)	Profit after tax (PAT) of Member (Rs. Crore)	Whether the Member meets the profit after tax (PAT) requirement for this Project as per Clause 10.2 (b)
(1)	(2)	(3)	(4)
..... [Lead Member] or Affiliate(s)*		Yes / No
..... [Member-1]*		Yes / No
..... [Member-2]*		Yes / No
Total PAT for financial Qualification Criteria	100%		

[*Note: The percentage equity holding in the Project SPV for Lead Member shall not be less than 51% and for other Members the equity holding shall not be less than 10%]

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

- i. Name of Member:
- ii. PAT requirement: Rs. Crore
- iii. Percentage of equity commitment for the Project by the Member:.....%
- iv. PAT requirement for the Members[#]: Rs. Crore.

Name of Financially Evaluated Entity	Relationship** with Member of Consortium	PAT (Rs. Crore)
..... [Company 1]		

Total		

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

**The column for "Relationship with Member of Consortium" is to be filled in only in case financial capability of Affiliate(s) of Lead Member has been used for meeting Qualification Requirements. Member of the Consortium is required to meet the Financial criteria on its own and not permitted to use the credentials of its Affiliate(s).

Yours faithfully,

.....
(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Name:

Date:

Place:

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

Date:

(Please also affix Bidder's stamp)

Note:

1. Along with the above format, in a separate sheet, please provide details of computation of Profit after tax duly signed by the Full time Director on the Board of the Financially Evaluated Entity and statutory auditor of Financially Evaluated Entity.

Bidders should attach the Audited Annual Accounts for 2008-09 and 2009-10 in respect of the following:

- Bidding Company
- Lead Member of Bidding Consortium
- Affiliate(s) of Bidding Company, if applicable
- Affiliate(s) of Lead Member of the Bidding Consortium, if applicable
- Each Member of Consortium if applicable.

Format for Qualification Requirement

[On the Letter Head of the Bidding Company / Lead Member of Bidding Consortium]

(To be kept in envelope 2)

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

This is to certify that M/s.[Insert name of the Bidding Company or Lead Member of the Consortium], owns a power generation project[Insert the project name] /has equity stake of at least.....[percentage of equity stake] in the Company.....[Insert the Company Name] which owns a power generation project[Insert the project name], from the date of commissioning to a date seven (7) days prior to the Bid Deadline.

The installed capacity of such plant is[Insert in figures the total installed capacity of the Project] MW, which is commercial operations since[Insert the date of commencement of commercial operation of the project]

[Note: The generation capacity shall not be less than 250 MW and the equity stake from the date of commissioning to a date seven (7) days prior to the Bid Deadline shall not be less than 51%]

Yours faithfully

.....

(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

.....

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

Name:

Date:

Place:

.....

Signature of Authorised Signatory of the Bidder:

Date:

(Please also affix Bidder's stamp)

NOTE:

1. Bidders should attach the following as documentary evidence in support of meeting the technical requirements:
 - The Bidding Company / Lead Member (in case of a Bidding Consortium) need to submit the certificate for commencement of commercial operation of the generation project.
 - The above sheet shall be signed and certified as true by a Full Time Director and Statutory Auditor of the Bidding Company / Lead Member of the Bidding Company.
 - In case the Bidding Company/ Lead Member of Bidding Company own the project it should submit the Financial Statements of the year in which the plant assets were capitalized in the books.

Format for Qualification Requirement

[On the Letter Head of the Bidding Company / Lead Member of Bidding Consortium]

(To be kept in envelope 2)

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We certify that M/s. *[Insert name of Bidding Company or Lead Member of the Consortium]* owns a power generation project*[Insert the project name]* /has equity stake of at least.....*[percentage of equity stake]* in the Company.....*[Insert the Company Name]* which owns the power generation project*[Insert the project name]*, from the date of financial closure to a date seven (7) days prior to the Bid Deadline.

The proposed generating capacity of the above mentioned power generation project is*[Insert in figures the total installed capacity of the Project]* MW.

The total project cost for this project is Rs. Crore *[Insert in words and figures]*, which is proposed to be met from a debt component of RsCrore *[Insert in words and figures the total debt component]* and equity component of RsCrore *[Insert in words and figures the total equity component proposed for the project]*.

[Note: The generation capacity shall not be less than 250 MW and the equity stake shall not be less than 51%]

Yours faithfully,

.....

(Signature and stamp of full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Name:

Date:

Place:

.....
Signature of Authorised Signatory of the Bidder:

Date:

(Please also affix Bidder's stamp)

NOTE:

Bidders should attach the following:

- A certified true copy of the Board resolution committing the equity to be invested in the above-mentioned project, either through the retained earnings of the company or by any means as considered appropriate by the Company.
- Sanction letter(s) from the banker(s)/ financial institution(s) / lender(s) for the total amount debt in the above-mentioned project.
- The Distribution Licensee reserves the right to seek additional information / documents to ensure that all the conditions precedent to the sanction/ drawdown of the debt have been met.

Format for Qualification Requirement**[On the Letter Head of the Bidding Company / Lead Member of Bidding Consortium]****(To be kept in envelope 2)**

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Work completion Certificate for participation in Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

This is to certify that M/s. [Insert name of Bidding Company or Lead Member of the Consortium] have successfully completed construction and erection of power plant(s) for a state / central utility or transmission facilities (which includes transmission lines and / or transmission sub-station [Please select as appropriate]) for a transmission licensee over the last three financial years, FY 2010-11, FY 2009-10, FY 2008-09 (as on seven (7) days prior to Bid Deadline).

The status of the works / projects completed is as given below:

Project Description	Utility awarding the project	Date of Commencement of work	Date of Completion of work	Total Project Value (Rs. Lakh)

[**Note:** The project value shall not be less than Rs. 100 Crore aggregated over a period of three (3) financial years immediately preceding the financial year in which the bids have been invited].

Yours faithfully

(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Name:

Date:

Place:

.....
Signature of Authorised Signatory of the Bidder:

Date:

(Please also affix Bidder's stamp)

.....
NOTE:

Bidders should attach the following:

- Certified copies of work completion certificates for the above mentioned projects issued by :
 - State / Central utility for construction and erection of power plant(s)
 - Transmission licensee for construction and erection of transmission facilities

**Format for Qualification Requirement
[On the Letter Head of a Practicing Chartered Accountant]**

(To be kept in envelope 2)

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Turnover Certificate for participation in Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

This is to certify that M/s. [Insert name of Bidding Company or Lead Member of the Consortium] are in the business of manufacturing of generation/transmission/distribution equipment for since and have completed years [Insert number of completed years of operations for the manufacturing of generation / transmission / distribution equipment](considered up to 31st March of the Financial Year preceding the Bid Deadline). The total turnover from the business of manufacturing of generation/transmission/distribution equipment in each Financial Year during the preceding three (3) financial years FY 2010-11, FY 2009-10, FY 2008-09 are as given in the following table:

Financial Year	Turnover from the business of manufacturing of generation / transmission / distribution equipment(in Rs. Crore)

This is to further certify that the above turnover is in line with the turnover declared by M/s [Insert name of Bidding Company or Lead Member of the Consortium] in their Income Tax Returns filed under PAN No:

Place:

Date:

(Signature of the Chartered Accountant)

.....
SEAL

Format for Qualification Requirement**[On the Letter Head of the Bidding Company / Lead Member of Bidding Consortium]****(To be kept in envelope 2)**

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We certify that M/s. <Insert name of Bidding Company or Lead Member of the Consortium> have two (2) years of experience in handling consumer base of<Insert the number of consumers in words and figures both> in retail supply / services in electricity / gas / water / telecom / financial services as on seven (7) days prior to Bid Deadline.

[**Note:** Number of consumers not to be less than 251,000.]

[**Note:** The Bidder shall furnish the details in at least any one of the certificate given above and strike out the others which are not applicable]

1. Manpower strength

- a. We certify that M/s <Insert name of Member of the Consortium> have the manpower strength of <Insert number of employees in words and figures both> employees on the regular rolls of the <Insert name of Bidding Company/ Lead Member of the Consortium> continuously for the last two (2) years, as on seven (7) days prior to Bid Deadline, the details of the which are provided in the following table

Deleted

Sl. No.	Name of employee	Designation	Qualification	No. of years of experience	Areas of Experience
1.					
2.					
3.					
4.					
5.					

Deleted Yours faithfully,

.....
(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

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

Date:

(Please also affix Bidder's stamp)

NOTE:

Bidders should attach the following:

- Copy of Memorandum of Association & Article of Association of the Bidding Company / Lead Member of the Consortium and each other Members of the Consortium duly certified by their Company Secretary
- Attach documentary proof in the form of copy of work order/ certificate from concerned Local Authority / Regulatory Authority / the concerned entity in support of verification of numbers of retail consumer handling
- Documentary proof like Provident Fund Challan / Form-24 / any other statement used for statutory compliance etc. in support of verification of numbers of employees on regular rolls.

Contents of the Technical Write-up as a part of Bid:

The Bidder shall give a note on the proposed approach, methodology and details of equipment to be used for this Project. Technical note should essentially consist of:

- Conceptual approach & methodology for implementing the Project.
- Plan for achieving the performance parameters for the Project.
- Detailed plan for improving the system and minimizing AT&C Loss in the Franchisee Area.
- Implementation Schedule for the Project from Effective Date.

Format for Qualification Requirement

[On the Letter Head of the Member of Bidding Consortium- Applicable when the Manpower strength criteria is to be met by any Member of the Consortium individually other than the Lead Member]

(To be kept in envelope 2)

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

Manpower strength

We certify that M/s. [Insert name of Member of the Consortium] have the manpower strength of [Insert number of employees in words and figures both] employees on the regular rolls of the [Insert name of Member of the Consortium] continuously for the last two (2) years, as on seven (7) days prior to Bid Deadline, the details of which are provided in the following table:

DeletedSl. No.	Name of employee	Designation	Qualification	No. of years of experience	Areas of Experience
1.					
2.					
3.					
4.					
5.					

Note:

Yours faithfully

.....
(Signature and stamp of Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:

Date:

Place:

.....
Signature of Authorised Signatory of the Bidder:

Date:

(Please also affix Bidder's stamp)

Note:

Bidders should attach the following:

- Copy of Memorandum of Association & Article of Association of the concerned Member of the Consortium duly certified by their Company Secretary
- Documentary proof like Provident Fund Challan / Form-24 / any other statement used for statutory compliance etc. in support of verification of numbers of employees on regular rolls.

Letter of Authorisation from Affiliate(s) of Bidding Company / Lead Member of Bidding Consortium whose financial capability has been used by the Bidding Company / Lead Member of Bidding Consortium

(Refer Clause-10.6)

(The letter of Authorisation to be submitted, along with the Technical Bid, shall be from each of the Affiliate(s), if any, the financial capability of which is desired to be considered for the purpose of meeting the Qualification Requirements)

[On the letter head of the Affiliate(s) whose financial capability has been used by Bidding Company / Lead Member of Bidding Consortium]

(To be kept in envelope 2)

Date:
From:
Tel.:
Fax:
E-mail address:

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Authorisation for use of Financial Capability of M/s. <Insert name of Affiliate> by M/s. <Insert name of Bidding Company / Lead Member of Bidding Consortium> for Appointment of Distribution Franchisee for Distribution and Supply of Electricity Dewas District (RFP specification No. CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We refer to the RFP dated 30th June, 2011 issued by you for appointment of the Distribution Franchisee for Dewas District. We confirm that M/s. <Insert name of Bidding Company / Lead Member> has been authorised by us to use our financial capability for meeting the Qualification Requirements for the appointment of the Distribution Franchisee for Dewas District.

We have carefully read and examined in detail the RFP including in particular, Clause 10.8 of the RFP, and confirm that , we hereby submit legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s. <Insert name of Bidding Company / Lead Member>, shall be deemed to be our equity investment obligations and in the event of any default by M/s. <Insert the name of the Bidding Company Or Lead Member, as applicable> the same shall be met by us.

.....
(Signature and stamp of Full time Director on the Board of the Affiliate(s))

Name:
Date:
Place:

Undertaking for equity investment from Affiliate(s) of Bidding Company / Lead Member of Bidding Consortium whose financial capability has been used by the Bidding Company / Lead Member of Bidding Consortium

**(Refer Clause 10.8)
[On the Letter Head of the Financially Evaluated Entity]**

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

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Undertaking for equity investment from Affiliate(s) of Bidding Company / Lead Member of Bidding Consortium for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We refer to the RFP dated 30th June, 2011 issued by you for appointment of the Distribution Franchisee Dewas District. We confirm that M/s. <Insert name of Bidding Company/ Lead Member submitting the Bid> has been authorised by us to use our financial capability for meeting the Qualification Requirements as set out in Clause-10 of RFP for the appointment of the Distribution Franchisee for Dewas District..

We have carefully read and examined in detail the RFP, including in particular, Clause 10.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity of the SPV / Project by the <Insert the name of the Bidding Company or the Lead Member> and provisions for minimum equity holding and equity lock-in. We have also noted the percentage of equity holding in SPV / investment to be made in the Project by the <Insert the name of the Bidding Company or the Lead Member> for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of <Insert the name of the Bidding Company or the Lead Member> to invest in full or in part, in the equity share capital of the SPV as specified in the Consortium Agreement / Project as specified in the Distribution Franchisee Agreement, we shall invest the said amount not invested by <Insert the name of the Bidding Company or the Lead Member> in the SPV / Project.

In view of the above, we hereby further undertake to you and confirm that in the event of failure of <Insert the name of the Bidding Company or the Lead Member> to submit the Performance Security in full or in part, as specified in the RFP and Distribution Franchisee Agreement, we shall

furnish the performance Security for the amount not furnished by <Insert the name of the Bidding Company or the Lead Member> as per terms and conditions of the DFA.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

.....
(Signature and stamp of Full time Director on the Board of the Affiliate(s))

Common seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated

WITNESS for affixation of the Common Seal:

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

.....
(Signature of the authorised signatory of the Bidder)

Name:
Designation:

Notes:

1. In case there are more than one Affiliate(s) whose credentials have been used for meeting the financial requirements this format is to be submitted by each one of them.
Wherever required, extract of the chartered documents and documents such as a Board resolution should be submitted for verification of the authority of the person signing this undertaking.

Format for the Board resolution to be passed by the Affiliate(s) of the Bidding Company or Lead Member where credentials of such Affiliate(s) have been used to meet the financial requirements prescribed in RFP (Refer Clause 10.2)

[On the Letter Head of the Affiliate]

Format-1

[Reference Clause 10.8 of the RFP]

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

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the Distribution Licensee in the format specified in the RFP issued by the Distribution Licensee for Distribution and Supply of Electricity for Dewas District, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest.....% (.....per cent) of the total equity share capital requirements of <Insert name of the SPV> representing the entire amount proposed to be invested by <Insert the name of the Bidding company or Lead Member> for the said Project, in case of failure of <Insert the name of the Bidding company or Lead Member> to make such investment”.

[**Note:** Equity Capital contributions by each Member of the Bidding Consortium in the SPV should add up to 100%]

[**Note:** In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. FURTHER RESOLVED THAT Mr., be and is hereby authorised to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the Distribution Licensee through <Insert name of Bidding Company / Lead Member of the Consortium> and all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to the Distribution Licensee as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Full time Director on the Board of the Affiliate(s) if Financially Evaluated Entity who is authorised by the Board of Directors as per the resolution referred above.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Format-2

Format for the Board resolution to be passed by the Affiliate(s) of Bidding Company or Lead Member in case credentials of such Affiliate(s) have been used to meet the Financial requirements prescribed in clause 10.8 of RFP

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the Distribution Licensee in the format specified in the RFP issued by the Distribution Licensee for Distribution and Supply of electricity for Dewas District, draft of which is attached hereto and initialled by the Chairman whereby the company undertakes to provide the Contract Performance Guarantee, as per the terms and conditions of the RFP and DFA, for the amount proposed to be provided by the <Insert the name of the Bidder / Lead Member>, in case of failure of the <Insert the name of the Bidder / Lead Member> to provide such Contract Performance Guarantee.

FURTHER RESOLVED THAT Mr., be and is hereby authorised to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the Distribution Licensee through<Insert name of Bidding Company/Lead Member of the Consortium> and all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to the Distribution Licensee as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Full time Director on the Board of the Affiliate(s) which is the Financially Evaluated Entity and authorised by the Board of Directors as per the resolution referred above.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Format-3

Format of the Board resolution which are to be passed by the Bidding Company and Lead Member.

[**Note:** In the event the Bidder is a Bidding Consortium, the following Board resolution no. 1 also needs to be passed by the Lead Member of the Bidding Consortium]

1. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share in the *<Insert name of the SPV>*, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated *<Insert date of the Consortium Agreement>* executed by the Consortium as per the provisions of the RFP.

[**Note:** In the event Financially Evaluated Entity is different than the Bidder, the following Board resolution no. 2 shall be passed by the Lead Member or The Bidding Company as the case may be]

2. RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by *<Insert name of the Affiliate if Financially Evaluated Entity>* regarding the investment of (.....%) of the equity share capital requirements of the Project which is to be invested by the *<Insert name of the Affiliate if Financially Evaluated Entity>* in case of failure of *<Insert the name of the Bidding Company or Lead Member>* to make such investment.

Certified True Copy

Company rubber stamp to be affixed

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Full time Director on the Board of the company.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

**Format for Financial Requirement – Relationship & Details of Equity Shareholding
(Refer Clause 10.7)**

[To be filled by Bidding Company/ Lead Member of the Bidding Consortium if credentials of Affiliate(s) have been used by them]

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

We certify that M/s. <Bidder to insert name of the Bidding Company / Lead Member of Consortium> have considered the financial capability of its Affiliate(s), for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Affiliate(s), nature of relationship(s) with such Affiliate(s) and details of equity holding are as follows:

Name of Company whose credentials considered for meeting the financial criteria as per Clause 10.3 and 10.4 of the RFP	Type of credentials considered (Net Worth / Average Annual Turnover/ PAT)	Relationship of the Affiliate(s) with Bidding Company / Lead Member of Consortium	Details of equity shareholding (refer notes below) as on [Insert date which should not be later than thirty (30) days prior to Bid Deadline]
Company 1			
.....			

Yours faithfully,

.....
(Signature and stamp of Company Secretary / Full time Director on the Board of the Bidding Company / Lead Member in case of Consortium)

Name:
Date:
Place:

.....
Signature of Authorised Signatory of the Bidder:

Date:

(Please also affix Bidder's stamp)

Note:

1. In case of Affiliate(s) the equity holding of the Bidding Company/ Lead Member of the Bidding Consortium in the Affiliate(s) or vice-versa needs to be specified. Submit documentary evidence in support of equity holding

**Bidders Undertaking
(Refer Clause 10.1 (c))
(To be kept in envelope 2)**

(This undertaking is to be submitted separately by the Bidding Company and Affiliate(s) (applicable where credentials of Affiliate(s) have been used for meeting Qualification Requirements) or each Member of the Bidding Consortium and Affiliate(s) of the Lead Member separately (applicable where credentials of Affiliate(s) have been used for meeting Qualification Requirements), along with the Technical Bid.)

(This undertaking should be on a non-judicial stamp paper of requisite value duly notarized)

To,

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

This undertaking is submitted in respect of the appointment of Distribution Franchisee for Dewas District, in response to the Request for Proposal document dated 30th June, 2011 issued by the Distribution Licensee and subsequent amendment thereof.

We hereby confirm the following:

1. We have never been blacklisted by any Government Department or Public Sector Undertaking of any State Government in India or the Government of India or debarred from doing any business by a Court of Law.
2. Any of our directors or any of our Affiliate(s) has not been convicted of any offence by any court of law, tribunal or regulatory authority.
3. We have not been declared to be a willful defaulter by any Bank.
4. We have not suffered any order of winding up or appointment of Liquidator by a court of competent jurisdiction.

We understand and agree that if the information mentioned above is found to be incorrect at any stage of this Bidding Process; our Bid shall be considered as non-responsive and rejected accordingly. If the Letter of Award has been issued and this undertaking is found to be incorrect, the Letter of Award issued shall be cancelled.

We further understand and agree that if the Project is awarded to us and this undertaking is found to be incorrect after execution of the DFA, this will be treated as Critical Event of Default as per the provisions of the Distribution Franchisee Agreement and dealt with accordingly.

.....

(Signature of authorised signatory in whose favour Power of Attorney / Board resolution is issued along with company seal)

Name:

Designation:

Date:

Place:

FORMAT FOR AUTHORISATION
(To be kept in envelope 2)
(Refer Clause 10.9)

(To be given by Bidding Company and in case of Bidding Consortium separately by each Member)

(On Non-judicial stamp paper duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by the Distribution Licensee to verify our Bid in response to RFP for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District through competitive Bidding Process or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s..... <Insert name of Bidding Company or Member of the Consortium>

.....
(Signature)

Name:
Signature and name of the authorised representative of the Company, Company rubber stamp

.....
(Signature of Notary Public)

.....
.....
.....

(Name, Designation and Address of the Attorney)

Place:

Date:

Covering letter for Price Bid
(Refer Clause 19)
(To be kept in envelope 3)

(The covering letter for Price Bid is to be submitted on the Letter head of the Bidding Company or the Lead Member of a Bidding Consortium along with the Price Bid)

Date:
From:
Tel.:
Fax / E-mail address:

To

Chief Engineer (Commercial)
O/o CMD (WZ), MPPKVCL, Pologround, Indore -452003

Dear Sir,

Sub: Bid for Appointment of Distribution Franchisee for Distribution and Supply of Electricity for Dewas District (RFP specification No CMD/SE(BD)/Distribution of Elect./2011/03/Dewas/12308 Dated 09-06-11)

Please find enclosed **ONE (1)** original + **TWO (2)** copies of our Price Bid for appointment of the Distribution Franchisee for Dewas District, in response to the Request for Proposal document dated 30th June, 2011 issued by the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore and subsequent amendment(s) thereof.

We hereby confirm the following:

1. The Price Bid is submitted by M/s _____ (name of the Bidding Company/Lead Member of the Bidding Consortium) in accordance with the conditions stipulated in the RFP and DFA.
2. We have examined in detail and have understood and abide by all the terms and conditions stipulated in the RFP & DFA documents as amended issued by Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.
3. Our Price Bid is consistent with all the requirements of submission as stated in the RFP as amended.
4. The Price Bid is in the prescribed format of **Annexure XIII** and has been submitted duly signed the authorised signatory.
5. The Price Bid is un-conditional.
6. Only one Price Bid has been submitted by us.
7. We would be solely responsible for any errors or omissions in our Price Bid.

.....

(Signature of authorised signatory in whose favour Power of Attorney / Board resolution is issued)

Name:

Designation:

Date:

Place:

**Format for Price Bid
(Refer Clause 19)
(To be kept in envelope 3)**

Year	Input Rate (Rs/ kWh) (Up to three (3) decimal places)	
	(Rs. In figures)	(Rs. In figures)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

.....
(Signature of authorised signatory in whose favour Power of Attorney / Board resolution is issued)

Name:

Designation:

Address:

.....

.....

Date:

Company Seal:

Place:

Notes:

1. The contents of this Format shall be clearly typed.
2. The rates are to be quoted in Rupees up to three (3) decimal places.
3. Ensure that the rates are quoted for all the fifteen years.
4. The Input Rate quoted shall be exclusive of electricity duty and cess.

(Refer Clause 18.1)
Format of the Bank Guarantee for EMD

(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)

In consideration of the [Insert name of the Bidder] submitting the Bid *inter alia* for appointment of Distribution Franchisee for distribution and supply of electricity in Dewas District, in response to the RFP dated 30th June, 2011, issued by Chief Engineer (Commercial) and the said authority agreeing to consider the Bid of[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bank Guarantee, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore. or its authorised representative at Indore forthwith on demand in writing from Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore. or any representative authorised by it in this behalf, any amount up to and not exceeding Rupees[Insert the amount of bank guarantee] only, on behalf of M/s.[Insert name of the Bidder] .

This guarantee shall be valid and binding on the Guarantor Bank up to and including [Insert the validity date of bank guarantee which should be equal to two hundred and forty (240) days from the Bid Deadline] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees [Insert the amount of bank guarantee] only. Our Guarantee shall remain in force until [Insert the validity date of bank guarantee which should be equal to two hundred and forty (240) days from the Bid Deadline]. The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative shall be entitled to invoke this Guarantee until [Insert the date which should be sixty (60) days later than validity date of bank guarantee]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this **BANK GUARANTEE** has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.[Insert the amount of bank guarantee] only and it shall remain in force until[Insert the validity date of bank guarantee which should be equal to 240 days from the Bid Deadline], with an additional claim period of sixty (60) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore or its authorised representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this day of at

Witness:

1.
Signature:
Name:
Address:

2.
Signature:
Name:
Address:
.....

Signature:
Name:
Designation:
Attorney as per power of attorney No.
For:
<Insert Name of the Bank>

Banker's Stamp and Full Address:

.....
.....

.....

Dated this day of 20.....

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.

Illustration of the Price Bid Evaluation
(Refer Clause 19.5)

Following illustration presents the methodology that will be used to evaluate the levelised Input Rate for comparing the Price Bid.

- The Discount Rate has been assumed to be 10.74%.
- The formula to be used for the calculation of levelised Input Rate is as below:

$$\text{Levelised Tariff} = \frac{\sum (\text{Input Price} \times \text{MF})}{\sum \text{MF}}$$

Year	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12	Yr-13	Yr-14	Yr-15
Input Rate (Price Bid quoted by the Bidder in Rs/unit)	1.238	1.321	1.412	1.571	1.712	1.785	2.013	2.237	2.462	2.575	2.687	2.799	2.837	2.874	2.912
Tariff Levelisation															
Discounting Factor (%)	10.74%														
Multiplying Factor (MF)	1.000	0.903	0.815	0.736	0.665	0.600	0.542	0.490	0.442	0.399	0.361	0.326	0.294	0.265	0.240
Input Price x MF	1.238	1.193	1.151	1.157	1.138	1.072	1.091	1.095	1.089	1.028	0.969	0.911	0.834	0.763	0.698
Levelised Tariff (Rs. / unit)	1.910														

ANNEXURE XVI

(Refer Clause 13.2)

FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP/ DFA

Sl. No.	Name of the document (whether RFP/ DFA)	Clause no. and existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification or amendment

DISTRIBUTION FRANCHISEE AGREEMENT