

# Expression of Interest (EOI) & Request for Proposal (RFP)

For the selection of a Technical Partner for the implementation of "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of Two Small Hydro Power Projects in the State of Jharkhand



**Expression of Interest (EOI) No.: 42/JREDA/SHP/23-24**  
**Date: 30/01/2024**

**Jharkhand Renewable Energy Development Agency (JREDA)**  
**(State Govt. Agency under Department of Energy)**

3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002.

Ph.: +91 651-3502644

E-mail: [info@jreda.com](mailto:info@jreda.com); Website: [www.jreda.com](http://www.jreda.com)

(JREDA reserves the right to cancel this request for EOI/RFP and/or invite afresh with or without amendments to this request for EOI/RFP, without liability or any obligation for such request for EOI/RFP and without assigning any reason. Information provided at this stage is indicative and JREDA reserves the right to amend/add further details in the EOI document.)

**Contact: For any clarification, Please Contact at official number +91-651-3502644, email [info@jreda.com](mailto:info@jreda.com)**

## **DEFINITIONS & INTERPRETATIONS**

**Definitions:** In this Agreement, the following words and expressions shall have the respective meanings set forth below, unless the context otherwise requires

1.1.1.	"Act" or "Electricity Act 2003" shall mean Electricity Act 2003 or any further amendments made subsequent to the same.
1.1.2.	"Applicable Clearances" shall mean all clearances, permits, authorizations, consents and approvals issued by any Governmental Instrumentality and that are required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, construction, operation and maintenance of the Project Site during the subsistence of this Agreement.
1.1.3.	"Applicable Laws" shall mean all laws as are in force for the time being and applicable in the state of Jharkhand including rules and regulations made there under, and judgments, decrees, injunctions, writs and orders of any court of record, during the subsistence of this Agreement;
1.1.4.	"Appropriate Commission" shall mean Central Electricity Regulatory Commission (CERC) and/or Jharkhand State Electricity Regulatory Commission (JSERC) as the case may be.
1.1.5.	"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.
1.1.6.	"CERC" shall mean Central Electricity Regulatory Commission, GoI
1.1.7.	"CEA" shall mean Central Electricity Authority of India, GoI
1.1.8.	"Commercial Operation" shall mean the state of Unit/Plant when Unit/Plant is capable of delivering active power and reactive power on a regular basis after having successfully completed the commissioning tests as per prudent utility practices.
1.1.9.	"Commercial Operation Date (COD)" shall mean the date on which the Commercial Operation of Unit/ Plant as the case may be is achieved by the Concessionaire.
1.1.10.	"Commission" shall mean Central Electricity Regulatory Commission (CERC) and/or Jharkhand State Electricity Regulatory Commission (JSERC) as the case may be.
1.1.11.	"Department" shall mean Jharkhand Renewable Energy Development Agency (JREDA) under the Deptt. of Energy, Govt. of Jharkhand.
1.1.12.	"Discom" shall mean Jharkhand Bijli Vitran Nigam Limited (JBVNL) or a successor entity of JBVNL responsible for distribution of electricity in the state of Jharkhand as per the license issued by JSERC
1.1.13.	"DoE" shall mean Department of Energy, Jharkhand
1.1.14.	"Electricity Laws" shall mean the Electricity Act 2003 and the rules and regulations made there under from time to time along with amendments and replacements thereof in whole or in part and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
1.1.15.	"Energy" shall mean the electrical output in kilowatt-hours (kWh) at the generation bus bar net of Auxiliary Consumption.
1.1.16.	"Expression of Interest (EOI) & Request for Proposal (RFP)" shall mean the EOI & RFP issued by Jharkhand Renewable Energy Development Agency (JREDA) vide EOI No.: 42/JREDA/SHP/23-24, dated 30.01.2024.
1.1.17.	"Equity" shall mean the aggregate of all subscribed and paid-up share capital of the Concessionaire in different currencies as converted to Rupees, by application of the procedure approved by the applicable

	authority/Government of India, as invested in the Project and held by one or more shareholders in the Concessionaire, which shall be in accordance with Financing Documents.
1.1.18.	"Financial Closure" shall mean the date on which the Financing Documents providing for funding by the Lenders have become effective and the Concessionaire has immediate access to such funding under the Financing Documents.
1.1.19.	"Financing Documents" shall mean the documents executed by the Concessionaire in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project and includes amendments or modifications made from time to time.
1.1.20.	"Financing Package" shall mean the financing package of the Project indicating the Project Cost and the means of financing thereof as per the DPR.
1.1.21.	"Free Power" shall mean the quantum of Energy which the Concessionaire is obligated to supply a minimum of 13% of energy of total annual generation without any financial implication to the Department/JREDA/Govt. of Jharkhand.
1.1.22.	"Government" or "GoJ" shall mean the Government of Jharkhand.
1.1.23.	"GoI" shall mean the Government of India.
1.1.24.	"Governmental Approvals" means all approvals, consents, permits, licenses or other actions, required to be taken or obtained from, the Government or any Governmental Instrumentality of India and/ or Jharkhand in connection with this Agreement or the Project.
1.1.25.	"Governmental Instrumentality" means any instrumentality of GoI, GoJ, any local government, any other authority, instrumentality, agency, or political sub-division of the aforesaid or any statutory corporation or commission, or any local government.
1.1.26.	"HEP" shall mean Hydro Electric Power
1.1.27.	"Interconnection Point" shall mean the point where the power from the Plant switchyard bus is injected into the interstate/ intrastate transmission system (including the dedicated transmission line connecting the Plant with the interstate/ intrastate transmission system, if any).
1.1.28.	"JBVNL" shall mean Jharkhand Bijli Vitran Nigam Limited, DISCOM utility of Jharkhand
1.1.29.	"JREDA" shall mean Jharkhand Renewable Energy Development Agency or the Authority
1.1.30.	"JSERC" shall mean Jharkhand State Electricity Regulatory Commission or its successor or its legal assignee.
1.1.31.	"Laws" or "Applicable Laws" means, in relation to this Agreement or the Project or the Parties in connection with their participation in any Project related activity, all laws and Electricity Laws in force in India and would include any statute, acts, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and also includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them and shall include all rules, regulations, decisions directions and orders of the Appropriate Commission.
1.1.32.	"MoP" shall mean Ministry of Power, Government of India (GoI)
1.1.33.	"MNRE" shall mean Ministry of New and Renewable Energy, GoI

1.1.34.	"MOEF" shall mean Ministry of Environment & Forests, GoI or its successor authority/agency.
1.1.35.	"Plant" or "Power Station" shall mean the 08 MW Chandil SHP located in Seraikela Kharsawan District/01 MW Tenu Bokaro SHP located in Bokaro District in the State of Jharkhand, India along with associated facilities as well as transmission facilities developed by the Concessionaire for evacuation of power.
1.1.36.	"Power" means the electrical power in MW.
1.1.37.	"ROMT" shall mean Renovate, Operate, Maintain, and Transfer
1.1.38.	"Scheduled Commercial Operation Date" shall mean the date by which the bidder shall have achieved the Commercial Operation of the Plant or the Unit, as applicable.
1.1.39.	"SHP" shall mean Small Hydro Power Plant
1.1.40.	"Site" shall mean the site of Project appurtenances, generating plant including land, waterways, roads and any rights acquired or to be acquired by Concessionaire for the purposes of the Project.
1.1.41.	"State" shall mean the State of Jharkhand.
1.1.42.	"Station" shall mean the 08 MW Chandil SHP/01 MW Tenu Bokaro SHP located in Seraikela Kharsawan/Bokaro District in the State of Jharkhand, India.
1.1.43.	"Successful Bidder" shall mean the Bidding Entity or Bidding Consortium who has accepted the Letter of Award/Intent awarded to it by the Department for the selection of a developer for the Implementation of the Project on Renovate, Operate, Maintain, and Transfer (ROMT) Basis under this EOI & RFP
1.1.44.	"GOJ" shall mean Govt. of Jharkhand
1.1.45.	"GOI" shall mean Govt. of India

## **DISCLAIMER**

1. This Expression of Interest (EOI) & Request for Proposal (RFP) document is not transferable.
2. The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Expression of Interest and Request for Proposal (EOI & RFP). The information contained in this EOI & RFP or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of Jharkhand Renewable Energy Development Agency (JREDA), Ranchi shall be subject to the terms and conditions set out in this EOI & RFP and any other terms and conditions subject to when such Information is provided.
3. This EOI & RFP is not an agreement and is neither an offer by the JREDA to the Bidders or any other person. The purpose of this EOI & RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this EOI & RFP. This EOI & RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This EOI & RFP may not be appropriate for all persons or Bidders, and it is not possible for JREDA, its employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this EOI & RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this EOI & RFP and obtain independent advice from appropriate sources or make their own assessment of the proposed invitation.
4. Discrepancy, if any, in the EOI & RFP document shall be communicated by the Bidder to the undersigned immediately and if no intimation is received by the office of the undersigned, within Seven(07) days from the date of issue of this document, it shall be considered that the EOI & RFP document is complete in all respects.
5. JREDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI & RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI & RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI & RFP or arising in any way for participation in this Bid Stage
6. This EOI & RFP is not intended to provide the basis of any investment decision and each Bidder must make its own independent assessment in respect of the Project. No person has been authorized by JREDA to give any information or to make any representation not contained in this EOI & RFP.

7. Nothing in the EOI & RFP should be relied on, as a promise or representation as to the future.
8. JREDA or its authorized officers reserve the right, without prior notice, to change the procedure for the selection of Successful Bidders including additional evaluation criteria and other appropriate actions, at any time before the signing of any agreement in relation to the Project(s) without assigning reasons thereof.
9. Neither JREDA nor its employees or consultants will have any liability to any Bidder or any other person under law, equity or contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the EOI & RFP, any matter deemed to form part of the EOI & RFP, the award of the Project, the project information and any other information supplied by or on behalf of JREDA or their employees, any consultants or otherwise arising in any way from the selection process for the project.
10. JREDA reserves the right, in its absolute discretion, but without being under any obligation to do so, to change, modify, update, amend or supplement the information, assessment or assumptions contained in this EOI & RFP. Such a change would be intimated to all parties procuring this document.
11. The issue of this EOI & RFP does not imply that JREDA is bound to select a Bidder or allocate the capacity to the Successful Bidder and JREDA reserves the right to reject any or all of the Bids submitted in response to the EOI & RFP at any stage without assigning any reasons whatsoever.
12. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by JREDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and JREDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
13. The Selected Bidder for the project's development is obligated to comply with and adhere to all the rules and regulations stipulated by the Government of India, the Government of Jharkhand, the Central Electricity Authority (CEA), the Central Electricity Regulatory Commission (CERC), the Ministry of New and Renewable Energy (MNRE), the Ministry of Power (MOP), and the Jharkhand State Electricity Regulatory Commission (JSERC). Additionally, the selected bidder shall bear all the associated costs associated with activities such as surveys and investigations, obtaining approvals from competent authorities, project development, installation and commissioning, switchyard development, power evacuation system development up to the pooling station, the execution of any type of contract agreement, the execution of power purchase agreements (PPA), and any other pertinent activities related to the development of the project outlined in this Expression of Interest (EOI) and Request for Proposals (RFP).

14. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of JREDA or to any other person in a position to influence the decision of JREDA for showing any favour in relation to this EOI & RFP or any other contract, shall render the Bidder to such liability/penalty as JREDA may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
15. Information provided in this EOI & RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
16. JREDA, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI & RFP.
17. Authorized Person for Correspondence:  
Designation: Director  
Address: Jharkhand Renewable Energy Development Agency  
3rd Floor, SLDC Building, Kusai Colony, Doranda  
Ranchi – 834002 (Jharkhand)  
Tel: +91-651-350 2644;  
E-mail: [info@jreda.com](mailto:info@jreda.com)

**Jharkhand Renewable Energy Development Agency (JREDA)**  
(State Govt. Agency under Department of Energy)

**NOTICE INVITING EXPRESSION OF INTEREST AND REQUEST FOR PROPOSAL**

**Reference No: 42/JREDA/SHP/23-24**

**Date: 30/01/2024**

1. The government of Jharkhand has approved the operation of Chandil and Tenu-Bokaro SHP on PPP mode.
2. JREDA invites Expression of Interest and Request for Proposal in 02 stage; For the selection of a "Technical Partner" for "**RENOVATE, OPERATE, MAINTAIN AND TRANSFER**" (ROMT) of Two Hydro Power Projects in the State of Jharkhand
  - a) **Stage-1 (EOI & RFP) Comprises:** Pre-Qualification Bid & Technical Bid
  - b) **Stage-2(RFP) Comprises:** Financial Bid (Will be invited only from technically qualified applicants)
3. Bids must be valid for a period of 180 days, from the last date of submission of bids.
4. Interested eligible Bidders may obtain any information from the Executive Engineer, Jharkhand Renewable Energy Development Agency (JREDA), Ranchi from 11 AM to 2 PM during Working Days. From Date. 31/01/2024 to 20/02/2024. Email- info@jreda.com. Tel: +91-651-350 2644.
5. Bidding documents can be viewed and downloaded directly from the websites [www.jreda.com](http://www.jreda.com) and <http://jharkhandtenders.gov.in> from the Date. 16/01/2024 to 31/01/2024. Downloaded bid documents will have to be submitted online on the above website along with online payment of ₹ .10,050,000 /- via the SBI payment gateway on <https://jharkhandtenders.gov.in>. Which consists of the cost of the NIB document (Non-refundable) which is ₹ . 50,000/- (Inclusive of GST@ 18%) and Earnest Money Deposit (EMD) of ₹ . 10,000,000/- (Refundable). The Agency needs to pay online via the SBI Payment Gateway of ₹ .10,050,000 /- for participation in the NIB.
6. The submission and opening of bids will be online only. The Bids will be opened in the presence of the Bidder or their authorized representatives who choose to attend at the address given below at 03:00 PM on 22/02/2024  
**Address:** Jharkhand Renewable Energy Development Agency (JREDA) 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002 (Jharkhand).
7. Addendum/corrigendum /extension, if required, pertaining to this NIT will be hosted in <http://jharkhandtenders.gov.in> only. Bidders are requested to visit websites <http://jharkhandtenders.gov.in> and [www.jreda.com](http://www.jreda.com) regularly for any addendum/corrigendum/ extension till the opening of the Bids.

**Director,  
JREDA, Ranchi**



## **LIST OF IMPORTANT DATES**

**Tender reference no.: 42/JREDA/SHP/23-24**

Website: <http://jharkhandtenders.gov.in> and [www.jreda.com](http://www.jreda.com)

### **List of Important Dates and details for Submission of Online Bids: -**

<b>Name of Work</b>	Expression of Interest and Request for Proposal For selection of Technical Partner for implementation of "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of Two Hydro Power Projects in the State of Jharkhand.
<b>Reference No:</b>	42/JREDA/SHP/23-24
<b>Date:</b>	29.01.2024
<b>Mode of submission of Tender</b>	To be Submitted online: <a href="http://jharkhandtenders.gov.in">http://jharkhandtenders.gov.in</a>
<b>Tender Fee / Bid Fee (Non-Refundable) and Earnest Money Deposit (Refundable) should be deposited Online mode via the SBI payment gateway.</b>	₹ 10,050,000 /- (One crore fifty thousand rupees only/-) by online mode via SBI payment gateway on <a href="https://jharkhandtenders.gov.in,which">https://jharkhandtenders.gov.in,which</a> consist cost of the NIB document (Non-refundable) is ₹ 50,000/- (Inclusive of GST@ 18%) and Earnest Money Deposit (EMD) of ₹ 1,00,00,000/- (Refundable).
<b>Period &amp; Time for download of Bidding Documents from e-procurement portal</b>	Start Date: <b>31.01.2024 (Wednesday) at 11:00 A.M.</b> End Date: <b>20.02.2024 (Tuesday) up to 05:00 PM</b>
<b>Time &amp; Date of Pre-Bid Queries (Online)</b>	<b>Till 07.02.2024 (Wednesday) up to 05:00 P.M.</b>
<b>Time &amp; Date of online submission of Bids</b>	Start Date: <b>31.01.2024 (Wednesday) at 11:00 A.M.</b> End Date: <b>20.02.2024 (Tuesday) up to 05:00 PM</b>
<b>Time &amp; Date of opening of online Technical Bids</b>	<b>22.02.2024 (Thursday) at 03:00 PM</b>
<b>Name &amp; address of office inviting tender</b>	Director, JREDA Jharkhand Renewable Energy Development Agency (JREDA) 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002 (Jharkhand)

**Bidder Information**

<b>Name of Bidder Firm:</b>	
<b>Contact Person name for the NIB/Authorized Bid Signatory</b>	
<b>Designation</b>	
<b>Contact No. (Phone &amp; Mobile)</b>	
<b>Fax No.</b>	
<b>e-mail ID</b>	
<b>Corresponding address with pin code</b>	
<b>Remarks</b>	

**Acceptor Contact Details**

<b>Name and address of office inviting tender:</b>	Director, Jharkhand Renewable Energy Development Agency (JREDA) 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002 (Jharkhand)
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## Table of Content

<b>S.No.</b>	<b>Content</b>	<b>Page No.</b>
<b>1.</b>	<b>INTRODUCTION</b>	<b>12-23</b>
<b>2.</b>	<b>BID EVALUATION</b>	<b>23-27</b>
<b>3.</b>	<b>ARBITRATION</b>	<b>27-28</b>
<b>4.</b>	<b>JURISDICTION OF THE COURT</b>	<b>28</b>
<b>5.</b>	<b>FORMATS</b>	<b>28-44</b>
<b>6.</b>	<b>Annexure-I</b>	<b>45</b>
<b>7.</b>	<b>Annexure-II</b>	<b>46</b>

## 1. INTRODUCTION

Jharkhand Renewable Energy Development Agency (the "Authority") is an agency of Department of Energy (Government of Jharkhand), engaged in the development and deployment of New and Renewable Energy resources for supplementing the energy requirements of the state. the government of Jharkhand has decided to develop Chandil and Tenu-Bokaro Hydro power projects through Public-Private Partnership on "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) basis. JREDA being a nodal agency carrying out the bidding process for selection of a technical partner to whom the Project may be awarded on PPP mode.

The Authority intends to pre-qualify and short-list suitable Applicants (the "Bidders") who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

### 1.1. SCOPE OF BID

The Authority invites bids for "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of 2 (Two) Hydro Projects as described in this Bidding Document. The project is offered on "As is Where is basis". The Projects shall be developed on "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) basis. The Government of Jharkhand will not make any investment of any kind in the projects.

Indicative capital cost of the Project will be approx. INR 75 (Seventy-Five) Crores inclusive of existing structures, equipment and accessories installed as per the assessment reports submitted by the consultant.

The assessment of actual costs, however, will have to be made by the Bidders.

S.No.	Description.	Indicative Project Cost of SHP (INR Cr.)		Total (INR Cr.)
		Chandil	Tenu-Bokaro	
1.	Value of already existing structures/liabilities/land	24.08	0.72	24.80
2.	Approximate Cost of Balance Work	37.58	12.24	49.82

**Brief particulars of the project are as follows:**

S.No	Name of Project	Coordinate	Capacity MW	Location District	Current Status	Approximate Project Cost (INR Cr.)
1.	Chandil SHP, Saraikela	22°58'30.38" N 86° 1'31.71"E	8 (2x4)	Seraikela Kharsawan	Stalled	38 Cr.
2.	Tenu Bokaro Link Canal Mini HEP	23°46'19.8"N 85°49'48.33"E	1 (1x1)	Bokaro	Stalled	12 Cr.

<b>Total (INR Cr.)</b>	50 Cr.
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The authority (JREDA) intends to pre-qualify and shortlist suitable applicants (the bidders) who will be eligible for participation in the bid stage, for awarding the project through an open competitive bidding process in accordance with the procedure set-out herein.

- The selected Bidder, who is either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, firm/Corporation in India/ Foreign entity as per the concerned law of the country prior to execution of the concession agreement (the "Concessionaire") shall be responsible for "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of the Project under and in accordance with the provisions of a long - term concession agreement (the "Concession Agreement") to be entered between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- Indicative capital cost of the Project is based on the assessment made by the consultant specified in the bidding document. The assessment of actual costs, however, will have to be made by the Bidders.

**Note:**

- a) An incomplete and/or ambiguous and/or conditional and/or late bid is liable to be ignored / summarily rejected.
- b) The bidder must attest with seal the original bid document as an acceptance of the BID terms and conditions and submit the same along with the response. In case of non-compliance, the bid is liable to be ignored/ summarily rejected.
- c) The submission and opening of bids will be online only as per clause 1.12. The bid document can be viewed and downloaded directly from the Website: <http://jharkhandtenders.gov.in> and [www.jreda.com](http://www.jreda.com)
- d) Bidders are advised to study this BID document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with the full understanding of its terms, conditions, and implications.
- e) As part of the Bidding Documents, the Authority will provide a draft Concession Agreement and project/ feasibility report prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it along with financial bid document.

## **1.2. INSTRUCTIONS FOR BID SUBMISSION**

### **1.2.1. Bidding Process**

- a) The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/ consortia who make an Application in accordance with the provisions of this EOI & RFP (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium). At the end of this stage, the Authority expects to announce suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP")/ Financial Bid.
- b) In the Qualification Stage, Applicants would be required to furnish all the information specified in this EOI & RFQ. Only those Applicants that are pre-

qualified and short-listed by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

- c) In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "Bids") in accordance with the EOI & RFP and other documents to be provided by the Authority (collectively the "Bidding Documents"). The Bidding Documents for the Project will be provided to every qualified Applicant.
- d) During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, such studies as may be required for submitting their respective Bids for the award of the concession including implementation of the Project at their cost.

### **1.2.2. Preparation of Bid Documents**

- a) Intending Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the advertisement and the EOI & RFP document carefully to understand the documents required to be submitted as part of the bid.
- b) Please note the number of covers in which the bid documents have to be submitted and the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.

### **1.2.3. Submission of Bids**

- a) The Intending Bidder should upload the bid well in advance so that he/she can submit the bid within the prescribed submission time.
- b) The Bidders should prepare the bid documents along with annexures as per the tender document. After furnishing the complete bid documents, the bidder has to submit it online by uploading on the e-Tender portal <http://jharkhandtenders.gov.in>.
- c) Intending Bidder/ consortium partner should pay online the amount of ₹ .10,050,000 /- (One crore fifty thousand rupees only/-) via SBI payment gateway of Jharkhand Tenders on <https://jharkhandtenders.gov.in> which consist of the cost of the NIB document (Non-refundable) of ₹ .50,000/- (Inclusive of GST @ 18%) and EMD (Earnest Money Deposit) of ₹ .1,00,00,000/- (Refundable).

### **1.2.4. Assistance To Bidder**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority Email: [info@jreda.com](mailto:info@jreda.com).

### **1.2.5. Salient features of the Project**

Salient features for 8 MW Chandil SHP and 1 MW Tenu Bokaro SHP enclosed as annexure I&II

"However, Bidder/Consortium Partner must conduct proper survey of the Dam and the power potential study before submission of the financial bid or RFP" at his own cost.

## **1.3. FRAUD AND CORRUPTION**

- a) It is the JREDA's decision to require Bidders, Contractors, Suppliers and Consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, JREDA defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Department of the benefits of free and open competition;
- b) The JREDA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- c) The JREDA will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- d) By signing the Bid Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. Wilful misrepresentation of these facts shall be considered a fraudulent practice.

## **1.4. ELIGIBILITY CRITERIA**

### **1.4.1. PART A**

The following are the conditions, which are to be met, to be eligible for technical evaluation of the proposed EOI & RFP. Only those interested bidders who satisfy the following eligibility criteria should respond to this EOI & RFP:

- a) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, firm/Corporation in India/ Foreign entity as per the concerned law of the country. Any foreign company part of the consortium of company as a shareholder shall not have more than the shareholding limit as prescribe under Indian law and shall additionally comply with all RBI rules & regulation including and not limited to any other law applicable on it. In case a Consortium with Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- b) In case of a Bidding Consortium, a Power of Attorney executed in accordance with the law of India in favour of the Lead Member issued by the other Member of the Consortium shall be provided in original as per format attached with this document. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- c) Any consortium, if selected as Successful Bidder, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to this EOI & RFP) before signing of Agreement with JREDA, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to EOI & RFP.
- d) Bidder should submit the documents as per Pre-Qualification, Technical Bid Compliance Sheet provided in this EOI & RFP document.
- e) A bidding firm should be a corporation/company, firm or consortium of companies/corporations. In case of a consortium the same shall be formed under a duly stamped consortium agreement conforming to the applicable laws. In the event of a consortium, one of the partners shall be designated as a "Prime Bidder". The Prime Bidder must have minimum 51% and other members must have at least 20% shareholding in the consortium agreement
- f) The bidders who want to form a consortium for this project, it is to be noted that only consortium members including the prime bidder are allowed. The bidder has to define their roles and responsibilities for the smooth functioning of the project. An original copy of the agreement between consortium members should be submitted. However, JREDA will communicate only with the "Prime Bidder".
- g) A bidding entity cannot be a member of any other consortium that is also participating in this bidding process, otherwise, both bids shall be disqualified.
- h) In the case of a consortium, the eligibility criteria shall have to be fulfilled jointly or separately by consortium members.
- i) The bidder/consortium partner must have a minimum positive net worth of Rs.12.5Crores (Twelve Crore Fifty Lakh) at the close of the preceding financial year and a minimum average annual financial turnover during last 3 (three) years, ending on 31st March of the previous financial year, should be at least Rs.15 (Fifteen) Crores. A Chartered Accountant's certificate to this effect must be submitted along with The Bid. Certified audited copies of Balance Sheets/Profit & Loss Accounts/Annual Reports for the last three preceding financial year ending on 31st March of the previous financial year must also be submitted along with the Bid.
- j) The bidder/consortium partner should have experience in hydro power plant Development/Commissioning/ Renovation & Modernization(R&M)/Operation & Maintenance (O&M) of complete hydro power plant with a valid successful running contract. Work orders and/or a certificate regarding the projects that have been successfully & satisfactorily executed by the client must be submitted along with the bid.
- k) The bidder/consortium partner should have experience in hydro power plant Development/Commissioning/ Renovation & Modernization (R&M)/Operation & Maintenance of complete hydro power plant with a valid successful running contract with a cumulative capacity of not less than 10 MW within Seven (07) Years preceding the date of this Tender. It is clarified that the said projects shall also include projects that were stalled.

#### **1.4.2. PART B**

- a) The bidder/consortium members should not be declared bankrupt by any court. In this regard, an affidavit must be submitted duly attested by the notary in his territorial jurisdiction, by the bidder, and by each member of the consortium.



- b) The bidder/consortium members should not have been Black-Listed by any Corporation/Board or State/Central Government in India. In this regard, an affidavit must be submitted duly attested by the notary, by the bidder, and by each member of the consortium.
- c) The Bidder/consortium members shall give an undertaking for the successful completion of the project. In the case of a Consortium, the Prime Bidder and the members shall give an undertaking for the successful completion of the project. In case of any issues, the prime bidder shall be responsible for all the penalties/compensation. The agreement between the prime bidder and the consortium partner should be for the entire project period and the same has to be submitted along with the Technical Bid.
- d) Agreements of the consortium members should clearly mention their exclusive association for this bid and joint responsibility for the respective scope. The roles and responsibilities of each consortium member must also be spelled out in the agreement.
- e) The Prime Bidder and consortium member (if any) must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the Bids-The Bids received without documentary evidence will be outright rejected.
- f) The bidder/consortium should have a local support office at Ranchi and provide the supporting documents in the bid. If the bidder does not have any local support office at the time of bidding, then they must submit an undertaking on their letterhead that if selected then they shall open a local support office at Ranchi within fifteen (15) days from the date of award of contract.
- g) Documentary evidence for compliance with each of the eligibility criteria must be enclosed along with the bid, together with the references as required in this EOI & RFP.
- h) Relevant portions, in the documents submitted in pursuance of the eligibility criterion mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.
- i) If the bid is not accompanied by all the above-mentioned documents, the same would be rejected.
- j) Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. However, JREDA reserves the right to seek a fresh set of documents or seek clarifications on the already/submitted documents
- k) Each page of this document must be signed along with the seal of the organization indicating the name and designation of the authorized signatory of the organization.
- l) If any document submitted by the organization is not readable, it may be treated as if the Intending Bidder has not submitted the same. For the purpose of eligibility criteria mentioned in Clause 1.4, Bidder shall be entitled to use credentials of its Group /Affiliate / Subsidiary Companies (irrespective of numbers) having majority common shareholding (shares held directly or through relative as per Companies Act) and/or Partnership Firms having majority common ownership. The shareholding/ ownership will be seen as per the last audited balance sheet.

## **1.5. NON-TRANSFERABLE EOI & RFP**

This Expression of Interest and Request for Proposal (EOI & RFP) is not transferable.

## 1.6. PURPOSE AND CONDITIONS

- a) The government of Jharkhand has approved to the operation of Chandil and Tenu-Bokaro SHP on PPP mode. JREDA under Deptt. of Energy, Govt. of Jharkhand has been trusted to renovate, modernize and upgrade stalled Hydro Projects of Chandil and Tenu-Bokaro, by way of outsourcing to financially sound and technically experienced entities. The project is offered on "As is Where is" basis.
- b) The Government of Jharkhand through JREDA is now looking for a Technical Partner who is willing to invest in the following Hydro Electric Power Projects, ownership of which shall vest in the Deptt. of Energy (Govt. of Jharkhand)

S.No.	Name	Capacity MW	Location District	Current Status
1.	Chandil SHP, Saraikela	8 (2x4)	Seraikela Kharsawan	Stalled
2.	Tenu Bokaro Link Canal Mini HEP	1 (1x1)	Bokaro	Stalled

- c) The Government of Jharkhand, Dept. of Energy (DoE) or its Agency will not make any investment of any kind in the above projects, The **Technical Partner** selected by this process will have to finance all aspects of the contract on its own.
- d) **Technical Partner** will take over the above-mentioned Projects on an "**As is where is**" basis and Renovate, Operate, Maintain, Augment (on-site maximum capacity) and transfer the projects to Govt. of Jharkhand (Deptt. of Energy) and will act as required to achieve the following objectives:
- e) Renovate, Operate, maintain and Transfer to the Government of Jharkhand the Projects after completion as per the concession agreement.
- f) Renovate and maintain the power plants in the Projects in order to keep the same and in excellent working condition at all times during the concession period.
- g) Augment the capacity of the Projects, to optimize the potential with the latest technology, required modifications, and additions in the existing Civil, Hydro- Mechanical and Electro-Mechanical components. Minimize plant downtime and tripping etc. and optimize power generation in the Projects, and ensure good quality, uninterrupted power generation.
- h) Adhere to all applicable laws, rules, and regulations, instructions, and safety measures in accordance with the existing laws and utility practices & standards.
- i) The Projects shall be developed on a "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) basis on a long-term lease. The successful bidder will fully observe and comply the environment, social, safety, Labour laws, and other regulations in force and obtain all necessary applicable authorizations/Clearances at its own, and adhere to all applicable Local laws of the State of Jharkhand.
- j) The successful Technical Partner/Bidder shall after deducting the "free power" (i.e, obligation to supply minimum of 13% or above as the case may be) will at liberty to sale the remaining power generated subject to

exercise of first right of purchase/ refusal to purchase by the Govt. of Jharkhand or its entity (JBVNL)

## 1.7 PREPARATION OF BID

The Bid must be uploaded on the online portal as per NIB up to 20/02/2024 by 5:00 PM. The bid should be valid for a period of 180 days from the date of submission of bids for this tender.

S. No.	TYPES	Content
1.	Cost of Bid Document/ Bid Fee and Earnest Money Deposit (EMD)	The original copy of the Bid Fee and EMD as per Clause 1.2.3 (c)., read along with Clause 1.13.
2.	Technical Bid	The certified copies of documents as required for this Bid
3.	Financial Bid	The bidders obtaining equal to or greater than <b>65 marks</b> in total of technical and financial scores will be called for participation in the Financial Bid.

## 1.8. SIGNING OF BID DOCUMENT

A Bidder/representative of the bidder, who is authorized to commit the bid to contractual obligations, must sign with the bidder's name and seal on all pages of the proposal including the EOI & RFP document. The person designated by the bidder shall be authorized by a Power of Attorney.

In the Case of JV/Consortium, the Prime Bidder shall designate one person to represent the Consortium in its dealings with JREDA. The person designated by the Prime Bidder shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to inquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 5.7) in favor of the Prime Bidder issued by the other Members of the Consortium.

## 1.9. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder shall be deemed to have acknowledged that he/she has carefully read all parts of this EOI & RFP, including all forms, schedules, and annexure hereto, and has fully agreed to it.

## 1.10. MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this EOI & RFP may be modified or withdrawn at any time before the due date. Proposals shall not be withdrawn after the proposal's due date and time have passed. Modification to or withdrawal of a proposal received by the JREDA after the exact hour and date specified for receipt of proposals will

not be considered an acceptable proposal. If it becomes necessary to revise any part of this EOI & RFP or if additional data is necessary for an exact interpretation of provisions of this EOI & RFP prior to the due date for proposals, a supplement will be issued. If such addenda issuance is necessary, JREDA reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional requirements.

### **1.11. PROPOSAL LIFE**

All proposals made in response to this EOI & RFP must remain open and in effect for a period of not less than 180 days after the date for proposals. Any proposal accepted by JREDA for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by JREDA.

### **1.12. SUBMISSION AND OPENING OF BID**

- a) The bidder will submit his bid online in Pre-Qualification Part and Technical Part at e-tender website: [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in), in the following manner after carefully examining the document/conditions etc:
- Bid shall be submitted online at Portal in the manner specified elsewhere in Bidding Document. Bidders to ensure that all uploaded documents on e-portal Website must be digitally certified. Bidder to further ensure that documents up loaded is being downloaded properly. JREDA shall not be responsible for corrupted files, if any, uploaded online on e-portal Website. Further file related to particular compliance Sheet including their annexures/ appendices, if any, shall be given name of that Attachment/Schedule only.
  - **No Manual / Hard Copy of the Bid shall be acceptable.**
- b) The bids shall be opened at JREDA Office, Ranchi 834002 as specified in bid document, in the presence of bidders who choose to be present.
- c) JREDA reserves the right to reject any or all of the responses to this EOI & RFP or cancel the EOI & RFP or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the EMD shall be refunded (if the amount is credited to JREDA's account), without any interest, (if applicable).
- d) The bidder shall bear all costs associated with the preparation and submission of its bid, and JREDA will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.
- e) Any corrigendum/addendum can be seen on website: <http://jharkhandtenders.gov.in> & [www.jreda.com](http://www.jreda.com). Further details can be seen on website: <http://jharkhandtenders.gov.in> & [www.jreda.com](http://www.jreda.com)

### **1.13. Bid Security /EMD (Earnest Money Deposit)**

The intending Bidder should prepare the Bid Security/EMD (Earnest Money Deposit) of Rs 1.0 Crores (One Crore Only) via the SBI payment gateway of Jharkhand Tender. The Address of the firm submitting the EOI & RFP has to be furnished on the reverse of the EMD. Failure to submit the online EOI & RFP along with the electronic receipt of the cost of the tender (Bid Fee) and EMD of the amount of ₹ .10,050,000 /- (One crore fifty thousand rupees only/-) by online mode via SBI payment gateway on <https://jharkhandtenders.gov.in>, which consist cost of the NIB document (Non-refundable) is ₹ . 50,000/- (Inclusive of GST@ 18%) and Earnest Money Deposit (EMD) of ₹ .1,00,00,000/- (Refundable)} at the JREDA office shall

result in disqualification of the EOI & RFP. The unsuccessful Bidder's EMD will be returned as promptly as possible after the award of the contract to the successful bidder. Successful Bidder's EMD will be returned only after signing on Final contract after fulfillment of all security deposit formalities.

- The Bid fees and EMD deposited online shall be retained by JREDA.
- No interest will be payable by the JREDA on the amount of the EMD.

- **The EMD shall be forfeited:**

- a) If a bidder withdraws his bid during the period of bid validity or its extended period if any; or
- b) In the case of a successful bidder if the bidder fails to sign the contract within the stipulated time period.

#### **1.14. Performance Guarantee**

Performance Guarantee of Rs.5 (Five) Crore shall be submitted by the successful Bidder at the time of acceptance of LOI in favour of JREDA. The said Performance Guarantee shall remain valid up to six (6) months from the date of CoD of the Project outlined in this EOI & RFP.

#### **1.15. BID CURRENCY**

Indian Rupees (INR).

#### **1.16. NON-CONFORMING PROPOSALS**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this EOI & RFP. The failure to comply with the technical requirements, and non-acknowledgment of receipt of amendments, are common causes for holding proposals as non-conforming.

#### **1.17. LANGUAGE OF PROPOSALS**

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the JREDA and will not be returned. The hardcopy version will be considered the official proposal.

#### **1.18. COST OF BID**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JREDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **1.19. CORRECTION OF ERRORS**

The Bidder is advised to take adequate care in quoting the rates. No excuse for corrections in the quoted rate will be entertained afterward. The corrections or overwriting in EOI & RFP should be initialed by the person signing the proposal form.

#### **1.20. CORRECTIONS OF ARITHMETIC ERRORS**

In case of a discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered binding.

## **1.21. DISQUALIFICATION**

The proposal from the bidders is liable to be disqualified in the following cases:

- a) The proposal from the bidders is liable to be disqualified in the following cases:
- b) Proposal not submitted in accordance with the EOI & RFP.
- c) The bidder submits the bid with his own conditions.
- d) Proposal is received in incomplete form.
- e) Proposal is received after the due date and time.
- f) Proposal is not accompanied by all required supporting documents  
Information submitted in the technical proposal is found to be misrepresented, incorrect, or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- g) Bidder has given the letter of acceptance of the contract with his conditions.
- h) Not fulfilling conditions/terms of EOI & RFP by bidder.
- i) Unethical contact/attempt to influence the bidding process.

## **1.22. CONTRACT OBLIGATIONS**

JREDA anticipates that any Bidder submitting a proposal will provide all the required portions of the services as requested. The Bidder is responsible for the performance of any obligations that may result from this EOI & RFP and shall not be relieved by the non-performance of any other entity; the Bidder shall obtain any/all clearances required for fulfilling the contract, such as (but not limited to) clearances from CEA, SERC, CERC, ERPC, Ministry of Forest and Environment, Pollution control board, etc.

## **1.23. CONFIDENTIAL INFORMATION**

Bidders are advised that materials contained in proposals are subject to the RTI Act of 2005 after the contract award and may be viewed and copied by any member of the public, including news, media, and competitors. Bidders claiming a statutory exception to this Act must state "Confidential" and must indicate it in the transmittal letter while submitting the bid. JREDA reserves the right to make determinations of confidentiality. JREDA will not consider prices to be confidential information.

## **1.24. EVACUATION**

The selected bidder shall be responsible for the development of all the infrastructure with regard to the Evacuation of power generated from the power plant and shall have the right to sell the remaining power after deducting the free power (i.e obligation to supply minimum 13% or above as the case may be) will be at liberty subject to exercise of first right of purchase/refusal to purchase by Govt. of Jharkhand or its Entity as per the concession agreement and applicable laws of the state and JSERC.

## **1.25. IMPORTANT CONDITIONS**

The following terms are applicable to this EOI & RFP and the bidder's proposal:

- a) This EOI & RFP does not commit JREDA to enter into an agreement or similar undertaking with the bidder or any other organization and JREDA shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) without assigning any reason whatsoever.

- b) Each bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which shall result in rejection of its proposal;  
"The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to JREDA, are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the JREDA as to any material fact."
- c) JREDA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidder. JREDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- d) Any work whether acceptable or unacceptable, developed under a contract awarded as a result of this EOI & RFP shall be the sole property of the JREDA unless stated otherwise in the contract agreement.
- e) Timing and sequence of events resulting from this EOI & RFP shall be determined by JREDA.
- f) No oral conversations or agreements with any official, agent, or employee of JREDA shall affect or modify any terms of this EOI & RFP, and any alleged oral agreement or arrangement made by a bidder with any department, Intending Bidder, official, or employee of the JREDA shall be superseded by the Contract Agreement that results from this EOI & RFP process. Oral communications by JREDA to bidders shall not be considered binding on JREDA, nor shall any written materials have provided by any person other than the Director of JREDA or any other officer so authorized.
- g) Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this EOI & RFP.
- h) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi, Jharkhand shall have exclusive jurisdiction overall disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **2. BID EVALUATION:**

### **2.1 INQUIRIES ABOUT THE EOI & RFP**

All inquiries and requests for information affecting this EOI & RFP must be submitted in writing to E-mail: info@jreda.com. Inquiries should be submitted as per the date and time specified in the tender document. JREDA reserves the right to decide whether any questions are appropriate to answer. Responses, if any, shall be provided, in writing, by JREDA. Copies of the written responses will be made available to all prospective Bidders. No negotiations, decisions, or actions shall be initiated by any Bidder as a result of any verbal discussion with any representative of JREDA or employee. Such action may disqualify Bidder from further consideration for a contract as a result of this EOI & RFP

#### **Pre-Bid Conference and Inspection of Sites**

- a) A Pre-Bid Conference will be held on the date, place, and time mentioned above at the JREDA Office. All queries/clarifications received up to one day prior to the pre-bid conference will be deliberated upon during the pre-bid conference.
- b) Relevant queries/clarifications up to the Pre-Bid Conference will be deliberated by JREDA, at its discretion.

- c) Any clarifications/ Corrigendum/ Addendums etc. subsequent to the pre-bid conference will be available in hard copies.
- d) The clarifications/ Corrigendum/ Addendums etc. thus communicated will form an integral part of the EOI & RFP and succeed the relevant clauses for future reference.
- e) Any irrelevant/ ambiguous/ mischievous clarification as determined by JREDA at its sole discretion will not be entertained and may not be clarified and/or deliberated.
- f) Inspection, will be allowed only to bidders who qualify to be Technical Partners, Sufficient Time will be given to selected Bidders for the Inspection of project Sites before the Financial bid.

## **2.2 BID OPENING**

- a) Bids (complete in all respects) received along with EMD and BID FEE (received physically) will be opened on the scheduled Date and Time as mentioned in "Clause Schedule", in presence of the Bidder's representative if available. Bid received Without original EMD and bid fee will be rejected straight away. The bidder who had already submitted the bid fee during Pre-Bid meeting, need not to submit Bid fee along with the bid.
- b) Pre-Qualification Bids of only those Bidders, whose EMD Instruments are found to be in order; will be opened afterward in the same bid opening session, in the presence of the Bidder's representative.

## **2.3 PRE-QUALIFICATION BID EVALUATION**

- a) JREDA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b) Bids without proper authorization from the Company shall be treated as non-responsive. A bid determined as non-responsive will be rejected by JREDA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- c) Reference checks would be conducted by JREDA either by itself or through any third party at the sole discretion of the department. The decision of JREDA in this regard shall be final.
- d) JREDA may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The decision of JREDA shall be final and binding.
- e) The Bids received without the requisite Bid Fee and Earnest Money Deposit (EMD) shall be rejected.

## **2.4 TECHNICAL BID EVALUATION**

- a) Only the bids of those firms who fulfil the conditions for Pre-Qualification will be technically evaluated as mentioned in Clause 1.4 "ELIGIBILITY CRITERIA Parts A and B".
- b) Each bidder will be given an opportunity to make a presentation of their proposal on the day of the Bid Opening which will be assessed by JREDA evaluation Committee.
- c) Technical evaluation team of JREDA will scrutinize the Bidders' responses including evaluation criteria and technical responses to the Expression of Interest and Request for Proposal.
- d) The evaluation criteria for the technical evaluation of the bids are as follows:



- (i) Experience in terms of Clause 1.4 and in handling the contracts covering work similar to the scope of work mentioned in this EOI & RFP.
- (ii) Adequacy of the proposal: Coverage of the functionalities and processes, Project plan and methodology, overall work plan including but not limited to timelines, methodology, appropriateness, compliance/ deviations, quality assurance and project management, tasks and milestones, roles and responsibilities), Change Management, Training strategy, and Action Plan, etc.
- (iii) Technical presentation before the Evaluation Committee.
- (iv) Financial strength as per clause 1.4 to assess the financial eligibility/competency.

Based on above technical evaluation criteria, the applicant technical capability shall be measured and stated in terms of score. Applicants scored  $\geq 65$  marks as a whole will be selected for participation in financial bid stage.

e) Eligibility Criteria as per clause 1.4 (Part-A & Part-B) will be quantified for selection of applicants for participation in financial bid as per score marking pattern mentioned hereunder:

**(i) Total Technical and Financial Score:**

Eligibility Criteria as per clause 1.4 (Part-A & Part-B) shall be weighted in score into two parts. Technical and financial with under mentioned weightage.

S.No.	Item	Score
1.	Technical Marks (A)	50
2.	Financial Strength Marks (B)	50
<b>Total</b>		<b>100</b>

**(ii) Score Marking Pattern:**

The points to be given under each evaluation criteria are as follows:

S.No.	Item	Score
<b>Technical Marks (A)</b>		<b>50</b>
<b>1.</b>	<b>Cumulative Capacity of Hydro Power Projects for Development/Commissioning /Renovation &amp; Modernization (R&amp;M)/ Operation &amp; Maintenance(O&amp;M) of complete hydro power plant with a valid successful running contract in the last 07(Seven) years preceding the date of this Tender</b>	<b>40</b>
a.	$\geq 10\text{MW} < 20\text{MW}$	15
b.	$\geq 20\text{MW} < 30\text{MW}$	30
c.	$\geq 30\text{MW}$	40
<b>2.</b>	<b>Adequacy of the proposal including the technical presentation before the evaluation committee</b>	<b>10</b>

S.No.	Item	Score
<b>Financial Strength Marks (B)</b>		<b>50</b>
<b>1.</b>	<b>Average annual financial turnover during last 3(three) years, preceding financial years from the date of this Tender</b>	<b>30</b>
a.	$\geq 15\text{Cr.} < 30 \text{ Cr.}$	10
b.	$\geq 30 \text{ Cr.} < 50 \text{ Cr.}$	20
c.	$\geq 50 \text{ Cr.}$	30

<b>2.</b>	<b>Annual Net worth at the close of the preceding financial year from the date of this Tender</b>	<b>20</b>
a.	≥12.5Cr. <25Cr.	10
b.	≥25Cr. < 50 Cr.	15
c.	≥50 Cr.	20
<b>Total(A+B)</b>		<b>100</b>

## 2.5 Financial Bid

After the recommendation of the Tender Evaluation Committee / JREDA Purchase Committee, applicants obtaining equal or greater than 65 marks in total of technical and financial score will be called for participation in Financial Bid.

**Parameters to be considered for final selection of technical partner in financial bid would be as follows:**

<b>S.No</b>	<b>Particulars</b>	<b>Unit of Measure (UoM)</b>	<b>Weightage (%)</b>	<b>Evaluation Methodology</b>
<b>A</b>	<b>Annual Guaranteed Generation</b>	<b>kWh</b>	<b>35%</b>	<b>Evaluation:</b> <b>(Quoted/Highest) *100</b> If the bidder fails to achieve the quoted annual guaranteed generation, penalties will be imposed on them annually, based on the quoted Levelized Tariff for the generation deficit under annual free electricity to JREDA.
<b>B</b>	<b>Annual Free Electricity to JREDA</b>	<b>kWh</b>	<b>35%</b>	<b>Evaluation:</b> <b>(Quoted/Highest) *100</b> As per Clause No. 4.5(i)(a) of JSERC (Determination of Tariff for procurement of power from Small Hydro Power Projects) Regulation, 2016 free electricity is 13%. Bidders quoted free electricity above 13% will get more weightage.

S.No	Particulars	Unit of Measure (UoM)	Weightage (%)	Evaluation Methodology
C	<p><b>Turnaround Time</b> (Maximum turnaround time will be 24 months only)</p>	months	15%	<p><b>Evaluation:</b> <b>(Lowest/Quoted) *100</b> Failure to achieve the proposed target will impose following penalty on the submitted Performance Guarantee:  <b>1.</b> Delay Upto three months: 15% of the total Performance Guarantee  <b>2.</b> Delay of more than three months and upto six months: 30% of the total Performance Guarantee  <b>3.</b> Delay more than six months and upto Eight months: 50% of the total Performance Guarantee</p> <p>In case the achievement of COD is delayed beyond 8 (Eight) months, the Developer shall pay the Liquidated Damages (LD) on a sum calculated at the rate of Rs. 50,000 (Rupees Fifty Thousand Only) per MW per day of delay and the same shall be payable in weekly basis.</p>
D	Levelized Tariff	Rs. /kWh	5%	<p><b>Evaluation:</b> <b>(Lowest/Quoted) *100</b></p>
E	Project Handover to JREDA/Concession Period	months	10%	<p><b>Evaluation:</b> <b>(Lowest/Quoted) *100</b></p>

S.No	Particulars	Unit of Measure (UoM)	Weightage (%)	Evaluation Methodology
<b>Final Marks Calculation: (0.35*A) + (0.35*B) + (0.15*C) + (0.05*D) + (0.1*E)</b>				
<b>Total Marks: 100</b>				

### 3 ARBITRATION

Any dispute or difference whatsoever arising out of or in connection with this EOI & RFP, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to and finally resolved by a Sole Arbitrator, who will be appointed as per clause 11 of Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties. However, before reference to arbitration, the dispute or difference shall be attempted to be amicably & mutually resolved by the Project Director within 30 (thirty) days of raising of such dispute which must be raised within 15 (fifteen) days of its existence to the Project Director, failing which it shall be presumed against the aggrieved party. Then no such dispute existed and the aggrieved party will not have the right to invoke the Arbitration Clause.

The parties hereby agree that the courts in Ranchi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this EOI & RFP and any award or awards made by the sole arbitrator hereunder shall be filed (if so required) in the concerned courts in Ranchi.

### 4 JURISDICTION OF THE COURT

The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi, Jharkhand shall have exclusive jurisdiction overall disputes arising under, pursuant to and/or in connection with the Bidding Process.

### 5 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in the EOI & RFP and other submission requirements specified in this EOI & RFP.

#### 5.1 Pre-Qualification Bid Compliance Sheet

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Bidder Should Mark Page No. on Enclosures Submitted in Evidence of Eligibility Criteria.

S.No.	Criteria / Documents to be Submitted	Mention Enclosure Page No.	Fill Compliance (Y/N)	
			Prime Bidder	Consortium Partner
1.	Bid Authorization Letter if any (The letter of authorization shall			

	be indicated by written Power of attorney accompanying the bid).			
2.	Rs. 50,000 /- (Rs. Fifty Thousand Only) towards the price of the EOI & RFP document.			
3.	Bidder/Consortium partners shall provide an attested copy of -			
	Pan Card			
	Company Registration Certificate			
	GST Tax Returns			
	Income Tax Return			
	Certified Audited Copies of Balance Sheets/Profit & Loss Accounts/ Annual Reports.			
4.	In the case of a consortium, an original copy of the Agreement/MoU between consortium members, which defines their roles and responsibilities for the smooth functioning of the project, should be submitted. The agreement between the prime bidder and the consortium partner should be for the entire project period.			
5.	Documentary proofs from the bidder/consortium partner regarding having a minimum net worth of Rs. 12.5 crores in financial years are given below. In case the bidder is using the credentials of its group/ affiliate/ subsidiary companies or partnerships, then supporting documents shall be filed as per Clause 1.4.1			
6.	Documentary proofs from the bidder and consortium partner regarding having a minimum turnover of Rs. 15 Crores during last 3(three) years, ending on 31st March of the previous financial years as per Clause 1.4.1			
7.	An affidavit duly attested by the notary that the bidder/ consortium partner have not been declared bankrupt by any court in India.			
13	An affidavit duly attested by the notary that the Bidder/Consortium Partner have not been Black listed by any			

	Corporation/Board or State/ Central Government in India.			
14.	An undertaking from the Bidder/ Prime bidder on the company letterhead to the fairness of these documents in support of their claim while submitting the Bids			
15.	An undertaking from Bidder/ Prime Bidder that he would be fully responsible for the successful completion of the project.			
16.	The Bidder /Prime bidder should submit the affidavit stating that they or their employees should not ask for employment in the Government of Jharkhand.			

## 5.2 Executive Summary

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

1. Name of the Bidding Company/ Bidding Consortium:
2. Name of the Lead Member in the case of a Bidding Consortium:
3. Details of the Bidding Consortium:

S.No.	Name of the Company	percentage of equity participation	Roles & Responsibilities Envisaged
1.			
2.			
3.			

4. Details of the Contact Person:
  - a. Name
  - b. Designation
  - c. Entity
  - d. Address
  - e. Phone No.
  - f. Fax No.
  - g. E-mail Address

**Note:** - If the Selected Bidder proposes to invest in the equity share capital of the Project, through its Affiliate(s) or Parent, the Bidder should indicate the percentage of the shareholding proposed to be held by such Affiliate(s). In this case, the Bidder shall also provide the details of the proposed/actual equity shareholding of the Selected Bidder or Parent in the said Affiliate(s).

Name, Signature, Designation, and address of Authorized Signatory in whose name Power of Attorney/Board Resolution has been issued

Rubber Stamp of the Bidding Entity / Lead Member of the Bidding Consortium

**Date:**

**Place:**

### **5.3 Covering Letter**

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

**To,**

**The Director**

**Jharkhand Renewable Energy Development Agency**

**3rd Floor, SLDC Building, Kusai colony, Doranda,**

**Ranchi – 834002 (Jharkhand)**

**Sub: Name of the EOI document**

**Ref: EOI document Number and date**

Dear Sir,

We, the undersigned Bidder having read and examined in detail the EOI & RfP document for development of For the selection of a Technical Partner for the implementation of "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of Two Small Hydro Power Projects in the State of Jharkhand, dated 30.01.2024 hereby submit our Bid. We confirm that neither we nor any of our Parent/ Affiliate has submitted a Bid other than this Bid directly or indirectly in response to the aforesaid EOI & RfP document.

#### **1. Bid Fees and Bid Security/EMD**

We have deposited Bid fees and EMD of Rs. \_\_\_\_\_ in online mode of Jharkhand tender via SBI Payment gateway with confirmation no. \_\_\_\_\_ & \_\_\_\_\_ dated \_\_\_\_\_ respectively as per terms of Clause 1.13 of the EOI & RfP.

#### **2. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by JREDA regarding any matter or arising out of the EOI & RfP shall be binding on us. We hereby expressly waive any and all claims in respect of the Bid process.

#### **3. Familiarity With Relevant Jharkhand, Indian and other applicable Laws & Regulations**

We confirm that we have studied the provisions of relevant Jharkhand, Indian, and other applicable laws and regulations as required to enable us to quote for this Bid and execute the EOI & RfP Project Documents if awarded. We further undertake and agree that all such factors as mentioned in EOI & RfP have been fully examined and considered while submitting the Bid.

We have paid the Bid fee and Bid security/EMD in the online mode of Jharkhand tender while the bid document is submitted online duly signed by the authorized person as desired by you in your EOI & RfP for your consideration.

This Bid shall remain valid for one hundred and eighty (180) days from the date of opening of technical Bid.

Thanking you,  
We remain,  
Yours faithfully,

Name, Signature, Designation, and address of Authorized Signatory in whose name Power of Attorney/Board Resolution has been issued  
Rubber Stamp of the Bidding Entity / Lead Member of the Bidding Consortium

**Date:**

**Place:**

#### **5.4 BIDDER'S PROFILE**

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

1.	Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail	
5.	Is the firm a registered company? If yes, submit documentary Proof. Year and Place of the establishment of the Company.	
6.	Is the firm registered with the tax department? If yes, submit a valid tax registration certificate.	
7.	Number of offices in Jharkhand and in India	
8.	Submit details of the consortium (if any) including name and address of the consortium members, contact details, roles, and responsibilities to be performed by the prime bidder and its consortium members with legal authentication.	

Authorized Signatory  
<Name>  
Seal

*Please Note that providing inadequate or incorrect information could lead to disqualification of the bid.*



## **5.5 COVERING LETTER FOR TECHNICAL BID**

*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of the Consortium)*

To,  
The Director  
Jharkhand Renewable Energy Development Agency (JREDA),  
3rd Floor, SLDC Building, Kusai,  
Doranda, Ranchi -834002, Jharkhand.

Dear Sir,

I/We have examined the EOI & RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to express our Interest.

**(Please detail your offer here)**

We undertake, if our proposal is accepted, to adhere to the implementation plan or Project schedule for "Renovate, Operate, Maintain and Transfer of the project put forward in this EOI & RFP no \_\_\_\_\_ or such adjusted plan as may subsequently be mutually agreed between us and JREDA.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm /Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this        Day of

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on

behalf of: (Name and Address of Company)

Seal/Stamp of the bidder

## 5.6 FORMAT FOR FINANCIAL REQUIREMENT

*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)*

Ref. No. \_\_\_\_\_ Date:

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#:

Fax#:

E-mail address#

To,

The Director

Jharkhand Renewable Energy Development Agency (JREDA),

3rd Floor, SLDC Building, Kusai,

Doranda, Ranchi -834002, Jharkhand.

I/We have examined the EOI & RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, do hereby make this bid offer for \_\_\_\_\_ JREDA as required and outlined in the EOI & RFP.

Dear Sir/ Madam,

I/We certify that the Bidding Company/ Member in a Bidding Consortium has an average Net Worth of INR \_\_\_\_\_ Crore ( \_\_\_\_\_ in words) in last three preceding years ending on 31/03/2023.

This Net Worth has been calculated following instructions provided in Clause No.1.4.1 PART-A (g), Eligibility Criteria.

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

For the above calculations, we have considered the Net Worth of the Bidding Company and/ or its Affiliate(s) as per the following details:

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose net worth is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Net Worth (in Rs. Crore)</b>
Company A			
Company B			
Company C			
<b>Total</b>			

*\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of the Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

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

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

**Name of Member: [Insert name of the Member]**

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose net worth is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Net Worth (in Rs. Crore)</b>	<b>Equity Commitment (in % age) in Bidding Consortium</b>	<b>Committed Net Worth (in Rs. Crore)</b>
Company A					
Company B					
Company C					

<b>Total</b>			
--------------	--	--	--

*\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Average Annual Turnover of INR\_\_\_\_\_ (\_\_\_\_\_in words) from the last three preceding financial years ending on 31/03/2023. (Strike out if not applicable).

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

For the above calculations, we have considered the Average Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose Annual Turnover is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Annual Turnover (in Rs. Crore)</b>
Company A			
Company B			
Company C			
<b>Total</b>			

*\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

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

**Name of Member: [Insert name of the Member]**

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR-----Crore (Equity Commitment (%) \* Rs. [\_\_\_\_\_] Crore)

For the above calculations, we have considered Average Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose Annual Turnover is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Annual Turnover (in Rs. Crore)</b>	<b>Equity Commitment (in % age) in Bidding Consortium</b>	<b>Proportionate Annual Turnover (in Rs. Crore)</b>

Company A					
Company B					
Company C					
<b>Total</b>					

*\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR \_\_\_\_\_ (in words) as on the end of Financial Year 2023.

**(Signature & Name of the Authorized Signatory) (Signature and Stamp of CA)**

**Membership No.  
Regn. No. of the CA's Firm:  
UDIN No.:**

**Note:**

- i. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- ii. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

## 5.7 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

### 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 at .....and M/s..... having its registered office at..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named..... (Insert name of the Consortium) (Hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of.....and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RFP (in the event selected as the qualified Bidder(s)). We also authorize the said Lead Member to undertake the following acts.

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

It is expressly understood that in the event of the Consortium being selected as Successful Bidder(s), this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA for hydro power projects at Chandil & Tenu-Bobaro.

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 WHERE OF M/s , as the Member of the

Consortium have executed these presents on this day of under the

Common Seal of our company.

For and on behalf of Consortium Member M/s.....

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1iv (b)] (Name Designation Place: Date :)

Accepted

(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:

Date: --.

**5.8 CONSORTIUM AGREEMENT**

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

**FORM OF CONSORTIUM AGREEMENT BETWEEN**

M/S..... AND M/S.....

FOR ()

**AS PER CLAUSE 1.4**

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this.....day of .....Two thousand Twenty-Three between M/S..... a company incorporated under the laws of and having its Registered Office at.....(Hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at..... (Hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns)

(The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the EOI & RFP and in the event of selection as Successful Bidder(s) to comply with the requirements as specified in the EOI & RFP and ensure execution of the EOI & RFP Documents as may be required to be entered into with JREDA.

Party 1 and Party 2 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS JREDA desired to "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of Two Hydro Power Projects in the State of Jharkhand.

WHEREAS, JREDA had invited Bids, vide EOI & RFP dated ..... issued to [Insert the name of purchaser of EOI & RFP]

AND WHEREAS Clause 1.4 of the EOI & RFP stipulates that the Bidders qualifying

on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the EOI & RFP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee as required as per the provisions of the EOI & RFP, as specified here in.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:**

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

1. In consideration of the selection of the Consortium as the Successful Bidder(s) by JREDA, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s.....(Insert name of the Prime Bidder), shall act as the Prime Bidder as defined in the EOI & RFP for self and agent for and on behalf of (The names of all the other Members of the Consortium to be filled in here).
2. The Prime Bidder is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Prime Bidder 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.  
The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:  
Name Percentage of equity holding in the Project Company  
Party 1 :  
Party 2 :  
Total 100 %  
(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table and it should be as per Clause 1.4)
4. In case of any breach of any of the equity investment commitment as specified under clause 3 above by any of the Consortium Members, the Prime Bidder shall be liable to meet the equity obligation.
5. 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.
6. It is further specifically agreed that the financial liability for equity contribution of Prime Bidder shall, not be limited in any way so as to restrict or limit its liabilities. The Prime Bidder shall be liable irrespective of their scope of work or financial commitment
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Ranchi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Prime Bidder shall furnish the Bid, as stipulated in the EOI & RFP, on behalf of the Consortium.
9. .It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder(s), the Parties to this Consortium Agreement do hereby



agree that they shall furnish the Contract Performance Guarantee on behalf of the Consortium in favor of Director, JREDA, as stipulated in the Financial Bid. The Prime Bidder shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.

10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder(s), shall remain valid over the term of the lease/Project agreement, unless expressly agreed to the contrary by JREDA.
11. The Prime Bidder is authorized 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 EOI & RFP for the purposes of the Bid.
12. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to "RENOVATE, OPERATE, MAINTAIN AND TRANSFER" (ROMT) of Two Hydro Power Projects in the RFP Documents.
13. It is clearly agreed that the Prime Bidder shall ensure performance under the agreements and if any one or more Consortium Members fail to perform its/their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
14. 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 JREDA.
15. 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 JREDA:

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representative, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

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

..... (Signature)

For and on behalf of Consortium Member (party 1) M/s.....

..... (Signature of authorized representatives)

Name: .....

Name: .....

Designation:

Designation: .....

Place: .....

Date: .....

Witness1:

1.

.....

(Signature) Name

.....

Designation.....

2.

.....

(Signature) Name .....

Designation.....

Separate witness for each Consortium Member should fill in the 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 (Party 2) M/s.....

..... (Signature)

..... (Signature of authorized representatives)

Name: .....

Name: .....

Designation: .....

Designation: .....

Place: .....

Date: .....

Witness 2:

1.

.....

(Signature) Name

.....

Designation.....

2.

.....

(Signature) Name

.....

Designation.....

Attested:

.....

(Signature) (Notary Public)

Place: .....

Date: .....

## 5.9 TECHNICAL SOLUTION

S. No	Technical Detail	Presentation Requirement
1.	Bidders' Understanding of the Project Scope	Describe your understanding of the project scope.
2.	Description of the Project Details	Describe your methodology in detail of the technology, architecture, modules, and solutions that would be used.
3.	Project Plan	Share a detailed project plan including but not limited to Timelines, Important milestones, Resource plan, etc.
4.	Roles and Responsibilities Matrix	List out the Roles and responsibilities of the project team members.
5.	Effort Estimation	Please share the details on the effort estimation divided by Modules.
6.	Resources and Responsibilities expected from JREDA	Please include the resources and responsibilities as expected from JREDA.
7.	Documentation Coverage	Describe all the relevant system documentation that you will provide supported by sample documentation/manual.
8.	Commissioning plan	Please include the details of the go-live plan.
9.	Testing Plan	Please include details of all the testing that is to be done for the successful implementation of the project.
10.	Support Plan	Please include the details of the support during the post-go-live onsite handholding and support phase and AMC separately including but not limited to the time spent, kind of resources deputed, etc.
11.	Change Management Plan	Describe your plan to cover any change management issues being faced during the implementation of the project

		including workshops to be conducted for the same.
12.	Quality Plan	The proposed quality plan setting out for controlling quality at different stages of the project and the proposed inspection schedule should be described
13.	Problem resolution and escalation mechanism	Describe the problem escalation mechanism with the name, designation, and contact details.
14.	Change Management Plan Request	Include the plan to handle any change requests that may be needed during the course of the project including but not limited to details of the process to approve and handle the such request.
15.	Project Team Details	Include the details of the proposed project team. Please include the resumes of the relevant team members. The identified consultants will have to be a part of the project throughout the duration of the project unless otherwise specific permission is taken from JREDA to replace the identified resources.

**SALIENT FEATURES**

- |   |   |
|---|---|
| <b>1. Name of Place</b>                     | – Chandil (Singhbhum)                           |
| <b>2. Nearest Railhead</b>                  | – Chandil (S.E Rly)                             |
| <b>3. Sanctioned by Planning commission</b> | – April, 1987                                   |
| <b>4. Total installed Capacity</b>          | – 2 X 4 MW                                      |
| <b>5. Annual Generation</b>                 | – 36.33 Million Units                           |
| <b>6. Rated Head</b>                        | – 14.50 M                                       |
| <b>7. Max design discharge</b>              | – 2 X 42.05 M/sec =<br>84.1Cumcc                |
| <b>8. Area of PH building (L X B)</b>       | – 50 M X 23 M                                   |
| <b>9. Water conductor System</b>            |   |
| <b>a) Penstock</b>                          | – Two Nos 3400 mm dia<br>circular Steelpenstock |
| <b>b) Tailrace Channel</b>                  | – Open Channel Trapezoidal<br>Type              |

**SALIENT FEATURES**

**(1 X 1 MW)**

<b>1. Name of Place</b>	– Tenughat, Distt - Giridih
<b>2. Nearest Railhead</b>	– Gomia
<b>3. Sanctioned by Planning commission</b>	– Oct, 1997
<b>4. Total installed Capacity</b>	– 1 X 1 MW
<b>5. Annual Generation</b>	– 8 GWH
<b>6. Rated Head</b>	– 15 M
<b>7. Max design discharge</b>	– 9.29 Cumecs
<b>8. Area of PH building (L X B)</b>	– 10.5M X 5M X 9M
<b>9. Water conductor System</b>	– Penstock