

**Jharkhand Renewable Energy Development Agency  
(JREDA)**



**Request For Proposal (RFP)**

**Quotation for Consultancy Services  
for  
Development of Solar Power Policy  
(Grid and Off-Grid)  
and  
Plan Document for Solar Parks in the State of  
Jharkhand**

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1. Section I: Invitation For Proposals (IFP)
  - 1.1 Jharkhand Renewable Energy Development Agency (JREDA), the state nodal agency under the administrative control of the Energy Department, Govt. of Jharkhand, proposes to appoint a consultant for development of Solar Policy (Grid and Off-Grid) and Plan document for Solar Parks in the state of Jharkhand. The Terms of Reference of the proposed studies including the format of application are enclosed.
  - 1.2 Firms / Agencies / Consultants individually or as a Consortium having experience in Power Sector Regulatory Studies and Policy Planning, are eligible to participate in this engagement process. The firm / Lead Partner of a Consortium should have the financial capability to undertake the assignment and key personnel should have experience in executing assignments of similar nature as specified in this Request for Proposal (RFP) document
  - 1.3 Techno-commercial offers are invited for the above work from reputed Consultants. Two separate bids clearly marked as “Technical” and “Financial” are required to be submitted which may be placed in one outer envelope clearly mentioning in bold letters on top of the envelope “Quotation for Consultancy on Solar Power Policy and Plan Document for Solar Parks”. The bids may be addressed to the Director, JREDA, 328/B, Road No. 4, Ashok Nagar, Ranchi-834002, Jharkhand, India so as to reach by 3.00 P.M. on 29.06.2012.
  - 1.4 Technical Bids will be opened by JREDA on 29.06.2012 at 3.00 P.M. for preparing the list of bidders. Bidders may send their authorized representative to note the name and number of the bids.
  - 1.5 It may kindly be noted that the proposal would be evaluated by JREDA. Selection of the Consultant will be based on two-stage-evaluation process. In the first stage, “Technical” evaluation will be done based on the parameters as mentioned in the RFP. The “Financial” bids of only those bidders who qualify in “Technical” evaluation will be opened for final evaluation.
  - 1.6 The RFP includes the following documents:
    - Section I - Invitation for Proposals (IFP)

- Section II - Instruction to Respondents (ITR)
- Section III - Scope of Work (SOW)
- Section IV - Technical Proposal (TP) and Financial Proposal - formats
- Section V - Draft Agreement for engagement

1.7 **The RFP for Engagement of Consultant is available on the website - [www.jreda.com](http://www.jreda.com) for download and can also be obtained from JREDA office, 328/B, Road No. 4, Ashok Nagar, Ranchi-834002, Jharkhand. Cost of R.F.P document is Rs Ten Thousand Only (Rs. 10,000 only) and is payable in the form of Bank Draft favouring Director, JREDA payable at Ranchi and should be submitted along with the Bid.**

1.8 **The Competent Authority reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.**

1.9 **Address for Communication:**

Director

JREDA

328/B, Road No. 4,

Ashok Nagar, Ranchi-834002,

Jharkhand, India

**2. Section 2: Instructions To Respondents (ITR)****2.1 Definitions****2.1.1 Unless the context otherwise requires, the following terms whenever used in this RFP and Agreement have the following meanings:**

- a) **“Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.**
- b) **“Agreement” means the Agreement signed by the parties for engagement along with the entire documentation specified in the RFP.**
- c) **“Competent Authority” means the Director, JREDA or any other officer nominated as such.**
- d) **“Committee” means committee constituted for evaluation of Technical Proposals.**
- e) **“Consultant” means an Indian Firm/Agency/Individual Expert individually or as a Consortium drawn up in pursuance of this RFP, which will provide the services to JREDA, subject to the number of members being limited to two. A Consortium shall also need to submit a Letter of Association confirming the Consortium and specifying the Lead Member of the Consortium.**
- f) **“Day” means Calendar day.**
- g) **“Effective date” means the date on which the Agreement comes into force and effect.**
- h) **“Government” means the State Government of Jharkhand.**
- i) **“ITR” means Instructions to Respondents, specified in Section II of RFP.**
- j) **“IFP” means Invitation for Proposals, specified in Section I of RFP.**
- k) **“JREDA” means Jharkhand Renewable Energy Development Agency.**
- l) **“Lead Member” means the Authorized Signatory for the entities that make up the Joint Venture / Consortium/ Association, in relation to responding to this RFP.**
- m) **“Member” means any of the entities that make up the Joint Venture/ Consortium /Association, in relation to responding to this RFP.**
- n) **“Personnel” means professional and support staff provided by the Consultant to perform Services for the said Agreement.**

- o) “Proposals” means proposal submitted by respondents in response to this RFP issued by Jharkhand Renewable Energy Development Agency (JREDA), on behalf of Government of Jharkhand for the engagement of Consultants.
- p) “SOW” means Scope of Work for the Respondents, specified in Section III of the RFP.
- q) “Services” means the work to be performed by the Consultant pursuant to the engagement by JREDA and to the agreement to be signed by the parties in pursuance of any specific assignment awarded to them by JREDA.

## 2.2 Conflict of Interest

JREDA requires that the Consultants should provide professional, objective, and impartial advice purely based on standard and accepted technical norms and at all times hold JREDA’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The norms should be based on sound engineering principles guided by all connected codes and guidelines issued from time to time by central and state authorities.

## 2.3 Validity of Proposals

Proposals shall remain valid for a period of 90 days from the last date of submission of the proposal as specified in the RFP. A proposal valid for shorter period may be rejected as non-responsive.

## 2.4 Right to Accept Proposal

JREDA reserves the right to accept or reject any Proposal, and to annul the Engagement process and reject all Proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision. JREDA, in its sole discretion, also reserves the right to split the work and award the Assignment to more than one Consultant under this Process.

## 2.5 Fraud and Corruption

JREDA requires that the Consultants responding to this RFP must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy, JREDA:

a) **Defines, for the purposes of this provision, the terms set forth as follows:**

**“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of JREDA or any personnel of Consultant(s) in contract executions.

**“Fraudulent practice”** means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to JREDA, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive JREDA of the benefits of free and open competition.

**“Unfair trade practices”** means supply of services different from what is ordered on, or change in the Scope of Work which was given by JREDA in Section III of this RFP.

**“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

b) **Will reject a proposal for award, if it determines that the Respondent recommended for award, has been determined by JREDA to having been engaged in corrupt, fraudulent or unfair trade practices.**

c) **Will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.**

## 2.6 Earnest Money Deposit

The bidders should submit along with the tender an amount of Rs. One Lakh Only (Rs 100,000/-) as Earnest Money Deposit by drawing a demand draft on any Scheduled Bank in favour of Director JREDA, payable at Ranchi. Tenders received without

Earnest Money will be summarily rejected. The amount of Earnest Money paid by the successful bidders (s) will be treated as Security Deposit at the time of signing the Contract Agreement. The Earnest Money of the unsuccessful bidders will be reimbursed entirely.

#### 2.7 RFP Clarifications

During technical evaluation of the Proposals, JREDA may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by JREDA.

#### 2.8 Amendments to the RFP

At any time prior to the deadline for submission of proposal, JREDA may for any reason, modify the RFP. The prospective Respondents having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them.

#### 2.9 Eligibility Criteria

The bidders must meet the following eligibility criteria

**Turnover:** Average turnover of Rs. 35 crore per year and above in the last three years only from consultancy services. For a JV/ Association / Consortium, the Turnover of the Lead Member of the Consortium shall be considered for the purpose of the evaluation.

**Experience:** Firms/Agencies/Consultants individually or as a Consortium having all the following:

1. Experience of at least 3 years in the Power Sector;
2. Experience of working on at least (two) solar projects in the last 10 years;
3. Experience of having completed at least (two) regulatory studies / policy reforms / tariff determination for state power utilities / state electricity boards / state electricity regulatory commissions in the Indian Power Sector in the last 10 years; and
4. Experience of having completed at least (one) Project Feasibility Study, Framework Planning & Development of a Socio Economic Zone (SEZ)/ Industrial Centre.



### 2.10 Disqualifications

JREDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:

- a) Submitted the Proposal documents after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding two years;
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e) Failed to provide clarifications related there to, when sought;
- f) Submitted more than one Proposal;
- g) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- h) Submitted a proposal with price adjustment/variation provision.

### 2.11 Request for Proposal

The Respondent is expected to examine all the instructions, guidelines, terms and condition and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at Respondent's own risk and may be liable for rejection. The entire set of RFP is available for download at: [www.jreda.com](http://www.jreda.com)

### 2.12 Pre Proposal Queries

The prospective Respondent, requiring any clarification on RFP may notify the same in the form of query to JREDA latest by **20.06.2012**. JREDA response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the website by 23.06.2012.

2.13 Preparation of Proposal

The Respondents shall comply with the following related information during preparation of the Proposal-

- a) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if the authorized person signing the Proposals initials them.
- b) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent. The letter of authorization shall be indicated by authenticated Power of Attorney and shall accompany the Proposal.
- c) In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the Respondent to enable the proposal to be returned in the case it is declared late, and for other purposes.
- d) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above and received prior to the closing time and date of the proposals shall be taken as valid.
- e) Respondents are not permitted to modify, substitute, or withdraw Proposals after its submission.

2.14 Submission, Receipts and Opening of Proposals

The Respondent shall submit the proposal in which the covering letter (Form 1) shall be in hard copy. However, during the course of evaluation of Proposal, as well as during the period of agreement, the Competent Authority has the right to carry out a due diligence in a fashion relevant to understand the facts.

2.15 Deadline for submission of Proposals

Proposals from Respondents, complete in all respects must be received by JREDA at the address specified in Clause 1.9 before the date and time given below.

Last Date for Submission of Proposal	29.06.2012
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Time for Submission of Proposal	3.00 P.M.
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#### 2.16 List of Documents to be submitted as part of the Proposal

- (i) **Form I: Proposal Form:** Covering letter for engagement of Consultants in Form 1 of Section IV.
- (ii) **Form II: Technical Proposal Details:** Applicants shall submit the technical proposal in the formats (T-1 to T-6) of section IV (the “Technical Proposal”). While submitting the Technical Proposal, the Applicant shall, in particular, ensure that the following are covered:
  - a) A brief description of the firm (including Joint Venture/Consortium Member) and an outline of the relevant past experience on assignments.
  - b) The composition of the team of personnel which the Consultants would propose to provide with the details of name of the key personnel, his area of expertise, position and the tasks which would be assigned to each team member.
  - c) Curricula Vitae of the individual staff members to be assigned to the work. The curricula vitae should follow the attached Format.
  - d) Any comments or suggestions of the Consultant on the Terms of reference as given.
  - e) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

JREDA reserves the right to verify all Statements, information and documents, submitted by the Applicant in response to the RFP. Failure of JREDA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of JREDA there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has

given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the LOA/Agreement shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by JREDA without JREDA being liable in any manner whatsoever to the Applicant or consultancy, as the case may be.

In such an event, JREDA shall forfeit and appropriate the Security Deposit as mutually agreed pre-estimated compensation and damages payable to JREDA for, inter alia, time, cost and effort of JREDA, without prejudice to any other right or remedy that may be available to JREDA.

(iii) **Form II: Financial Proposal Details:**

Applicants shall submit the financial proposal in the formats at Annexure-I (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account. While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities including the Service Tax. For the avoidance of doubt, it is

clarified that all taxes as are applicable or may become applicable shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. In case of revision of rate in Applicable Service Taxes, the impact of the same shall be covered by JREDA.

c) All costs / fees shall be expressed in INR.

#### 2.17 Submission of Proposals by Respondents

Respondent shall submit responses (referred to as 'Proposals' herein) only to the contact person mentioned in Clause 1.9 of Section 1.

#### 2.18 Proposal Opening

Proposals will be opened in the presence of the Respondents who choose to be present, at 3.30 P.M. on 29.06.2012 at the address indicated Clause 1.9 of Section 1.

#### 2.19 Evaluation Criteria and Evaluation of Proposals

JREDA will form an Evaluation Committee to evaluate the Proposals submitted by Respondents for a detailed scrutiny. During evaluation of Proposals, JREDA, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for evaluation of Proposals is as given below:

**Technical Evaluation:** If a Technical Proposal is determined as not substantially responsive, JREDA will reject it. Technical Proposals conforming to eligibility criteria will be taken up for detailed technical evaluation. The Respondents would be required to make presentation before the Technical Committee if required, for which intimation would be given to the Firms/Agencies/Consultants with a notice of at least 7 days along with date, place and time of such presentation. The parameters and weight ages to be used for technical evaluation will be as follows:

<b>Past Experience</b>	60 Marks
<b>Manpower Strength</b>	20 Marks
<b>Methodology and Time Schedule</b>	20 Marks

S No.	Description	Break Up (Marks)
<b>1.0</b>	<b>Experience in work of similar nature</b>	<b>60 marks</b>
	<b>Number of Years of Experience in the Power Sector</b>	<b>20 marks</b>
	3 - 5 years	6
	6 - 10 years	15
	More than 10 years	20
	<b>No. of Solar assignments in the Indian Power Sector in the last 10 years</b>	<b>10 marks</b>
	2 - 4 assignments	5
	Above 4 assignments	10
	<b>No. of assignments in undertaking regulatory studies / policy reforms / tariff determination for state power utilities / state electricity boards / state electricity regulatory commissions in the Indian Power Sector in the last 10 years</b>	<b>20 marks</b>
	2 - 5 assignments	10
	Above 5 assignments	20
	<b>No. of assignments in undertaking Project Feasibility Study, Framework Planning &amp; Development of an Socio Economic Zone (SEZ), Industrial Centre.</b>	<b>10 marks</b>
	1 - 3 assignments	5
	Above 3 assignments	10
<b>2.0</b>	<b>Team Strength **</b>	<b>20 marks</b>
	<b>Qualifications</b>	<b>10 marks</b>
	Engineering Graduate with minimum Five (5) years of experience	5
	Post Graduate/ CA with minimum Five (5) years of experience	10
	<b>Skills and Competencies relevant to Solar Power Sector</b>	<b>10 marks</b>
	1 - 3 projects	5
	More than 3 projects	10

S No.	Description	Break Up (Marks)
3.0	Proposed Methodology Work Plan and Time Schedule for each of the proposed activities	20 marks

\*\* The score under this parameter shall be calculated as the average of the score of the members proposed in the team.

**Evaluation Method:** It will be Quality cum Cost Basis Selection (QCBS). Bids of all Bidders shall be evaluated based on the above mentioned criteria to arrive at a Technical Score for Each Bidder. Only bids having a Technical Score greater than 70 marks shall be qualified for the next stage: i.e. opening of the Financial Bid. The bidder attaining a Technical Score lower than 70 marks shall be disqualified and their respective Financial Proposal shall not be opened.

Subsequently, The Financial Bids of only those Bidders that have qualified as per the criteria mentioned above shall be opened. The Financial Bids shall be evaluated and a Financial Score shall be determined for each bidder. The Financial Score shall be calculated based on the following formula:

$$S = 100 \times F_m / F_x$$

Where:

S shall mean the Financial Score of the bidder to be evaluated;

$F_m$  shall mean the lowest price offered among all the bidders; and

$F_x$  shall mean the price quoted by the bidder to be evaluated.

The Technical Score of the Bidder multiplied by 80% and to which Financial Score worked out above multiplied by 20% will be added. The bidder with highest total score will be Successful Bidder.

## 2.20 Engagement

The Consultant would be engaged for a period of Twelve (12) months with JREDA from the date of signing the agreement.

**2.21 Confidentiality**

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Respondents or any other persons not officially concerned with such process until the engagement process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Government, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Agreement.



### 3. Section III: Scope of Work (SoW)

#### 3.1 Scope Of Work

##### 3.1.1 Module I: Preparation of State Solar Power Policy

1. Interact with relevant stakeholders on the subject and in the context of the Policy. Prepare an inception report outlining the detailed methodology and timeframe for preparation of solar policy.
2. Review the existing state/central policies and primary interactions considering the following key features:
  - a. Targeted Capacity vis-à-vis State Potential;
  - b. Project allocation methodologies adopted for project development;
  - c. Contractual Framework adopted for the projects;
  - d. Incentives provided;
  - e. Measures identified for Implementation and monitoring.
3. Develop / understand the state specific requirements for key features of the Policy including:
  - a. Targets: Study solar potential of the state based on solar radiation and area availability, to provide targets for grid connected/off grid power in the state;
  - b. Eligibility of projects;
  - c. Project allocation methodology: Develop a project allocation methodology under different phases of the policy;
  - d. Institutional arrangement to implement the policy;
  - e. Sale of energy;
  - f. Evacuation of power and grid connectivity;
  - g. A bankable contractual framework;
  - h. Range of incentives;
  - i. Other provisions such as applicability of Renewable Purchase Obligation, penalty mechanism for non-fulfilling purchase obligation, Open Access for third party sale, etc.
4. Undertake field visits within the state as necessary;

5. Draft a solar policy considering the experience from precedents and state specific requirements.
6. Assist JREDA in interactions with various stakeholders towards finalisation of the policy, including JSERC, Bankers, State Utilities, etc.
7. Based on recommendations and comments in the workshop, prepare the final draft of the solar policy.

### 3.1.2 Module 2: Preparation of Plan Document of Solar Parks

1. Develop the broad requirements of Solar Parks in discussion with JREDA and GOJ:
  - a. Capacity desired to be undertaken through Solar Park Development;
  - b. Assess the Solar Potential in the state and identify regions for Solar Parks Development;
  - c. Assess with the support of JREDA, the land banks available for Solar Park Development in the identified solar regions;
  - d. Develop the broad configuration – Number and capacity to be undertaken under Solar Power Development;
2. Based on the above, develop a detailed business plan for the solar park covering the following:
  - a. Solar Resource assessment: Carry out a detailed ground measurement of solar potential in the chosen regions ( 2 places in each Commissionaires) and develop bankable solar radiation data for the regions;
  - b. Identify and detail key infrastructure requirements at a solar park:
    - i. Evacuation facility: Development of sub-station to off take entire power of the plant with zero grid downtime;
    - ii. Approach roads: to facilitate easy transport of all project equipments;
    - iii. Water: provision of adequate water availability for projects at the park;
    - iv. Mini-townships: In case, solar park is in a remote location, develop mini-townships facilitating smoother execution of projects;
  - c. Analyze costs associated with creation of above infrastructure for the park, considering the various sizes being considered for the Solar Parks;
  - d. Develop a funding strategy based on contributions from State Government, Development institutions, lenders and other stakeholders;
  - e. Develop a project allocation methodology for interested developers based on financial and technical capability and estimate, likely costs to be allocated for each project;
  - f. Establish time frames for Solar Park Development and for project development; Develop a penalty mechanism for non-achievement of targets within timeframe for project development;

- g. Develop a developmental cost sharing framework among allocated projects;
  - h. Develop a single window clearance mechanism for projects inside solar park;
  - i. Evolve a separate special package of additional financial incentives for solar based industries in solar park;
  - j. Identify and analyse the key risks and develop a Risk Mitigation plan.
3. Assist JREDA in consultations with various stakeholders to build consensus and understanding the views/suggestions/comments provided on the Plan Document;
  4. Develop the finalised Plan Document with incorporating the suggestions/revisions agreed to by JREDA.

### 3.2 Period of Engagement

Consultant would be engaged for a period of one year with JREDA from the date of signing the Agreement or the completion of the deliverables, whichever is later.

### 3.3 Deliverables:

Milestones	Duration (Months from award of LOI)
<b>Module 1: State Solar Policy</b>	
Submission of Draft Solar Policy	2
Submission of Final Solar Policy	4
<b>Module 2: Solar Park Plan Document</b>	
Draft Plan Document	5
Discussions/suggestions	7
Final Plan Document	10

### 3.4 Terms of Payment:

Milestones	Payment Terms (% of Total Contract Price)
Resource Mobilisation Advance against equal amount of BG.	10%
<b>Module 1: State Solar Policy</b>	

Milestones	Payment Terms (% of Total Contract Price)
Submission of Draft Solar Policy	20%
Discussion /Suggestion on draft	10%
Submission of Final Solar Policy	15%
<b>Module 2: Solar Park Plan Document</b>	
Draft Plan Document	20%
Discussion/Suggestion on Draft Plan Document	10%
Final Plan Document	15%

**4. Section IV: Technical Proposal (TP) and Financial Proposal (FP) - Formats**

The following are the response formats to be used by Consultants for Proposals related to engagement of Consultants:

Form	Details
Form I	Covering Letter for engagement of Consultants
Form T-1 to T-6	Technical Proposal formats
Form F-1 to F-2	Financial Proposal formats

**4.1 Proposal Form**

The Respondents are required to submit the covering letter in the Form I. This Form should be in the letter head of the Respondents, who are submitting the proposal.

**Form I: Covering Letter (on Respondent’s letterhead)**

To,  
Director,  
JREDA

Date:

.....  
.....

Jharkhand

Dear Sir,

**Sub: Proposal for Engagement of Consultants for Solar Power Policy and Plan for Solar Parks**

Having examined the RFP, we, the undersigned, offer to Propose for the Engagement of Consultants with JREDA, in full conformity with the said RFP. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this Proposal, consisting of this letter, the Pre-qualification and Technical Proposal, the duly notarized written power of attorney, and all attachments including the presentation to be made to the evaluation Committee, if required, it shall remain binding upon us and at any time before the expiration of the period of engagement.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We understand you are not bound to accept any proposal you receive.

Signature..... In the capacity of..... Duly authorised to sign  
Proposal for and on behalf of..... Date..... Place.....

**Technical Proposal Formats**

The Respondents are required to submit their Technical Proposals in the formats given at Form No. T -1 to T- 6.

**FORM NO. T- 1**

From: To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

Hiring of consultancy for \_\_\_\_\_ regarding

I/we \_\_\_\_\_ consultancy/ firm herewith enclose  
Technical Proposal for selection of my/our firm as Consultant for\_\_\_\_\_.

Yours faithfully

Signature

Full Name & Address

Seal

**FORM NO.T-2**

Certificate as to corporate principal, I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Company under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above tender is authorized to bind the Company/Firm by authority of its governing body.

Signature

Full Name & address

(Seal)



## FORM NO. T- 3

ASSIGNMENTS OF SIMILAR NATURE DURING LAST 10 YEARS

Brief Description of the Firm (Including Consortium/Joint Venture):

S.NO	Name of the assignment and brief scope	Name of the Project	Client of Project Assignment	Owner of Sponsoring	Cost of the Assignment	Start Date	Completion Date	Was Assignment satisfactorily completed
1	2	3	4	5	6	7	8	9

The firm also has to give details of the On-going similar assignment in the above format. The above mentioned work experience must be supported by documentary evidence.

Signature

Full Name &amp; address

Seal

Note: please attach documentary proof.

**FORM NO. T-4**

(Composition of the team personnel and the task which would be assigned to each team Member for the proposed assignment)

Team Leader/Regulatory Affairs/Technical / Financial/ Legal Key Members of the Team for carrying out the Assignment (Including Members of Joint Ventures/Consortium member)

S No.	Name	Position	Qualification	Area of Expertise	Task Assignment
1	2	3	4	5	6

Signature

Full Name & address

Seal

**FORM NO. T- 5**

(SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF TRANSACTION TEAM)

<b>Name of Firm</b>	
<b>Name of Staff</b>	
<b>Current Position</b>	
<b>Years with Firm</b>	
<b>Nationality</b>	
<b>Relevant Experience</b>	
<b>Employment Record</b>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

Date: Full name of Staff Member: Full name of Authorized Representative:

Signature  
Full Name & address  
Seal

**Form No T- 5 (a)**  
**(Qualification and experience of the key personnel)**

S.No	Name of the Key Personnel	Position	Qualification	Experience

Signature  
Full Name & address  
Seal

**FORM No. T-6**

**(Comments/ Suggestions of Consultants)**

On the terms of Reference:

- 1.
- 2.
- 3.
- 4.

Signature

Full Name & address

Seal

Annexure- I

FORM NO. F-1  
(Format for Financial Proposal)

From: To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

Hiring of Consultants for\_\_

I/we\_\_\_\_\_ Consultant / Consultants firm herewith enclose  
Financial Proposal for selection of my/our firm as Consultants for\_\_\_\_\_

Signature

Full Name & Address

Seal

**FORM NO. F – 2**

(Schedule)

**(To be submitted with financial offer in second envelope)**

Item	Lump Sum Amount	
	In figures	In words
<b>Fee towards consultancy for development of Solar Power Policy and Plan Document for Solar Parks</b>		

**Note:**

1) The price should include overhead / out of pocket expenses, travel, boarding, lodging, visits to site, all Taxes /Duties including Service Tax. Any revision in the rate of Service Tax shall be separately taken care by JREDA.

2) The prices shall remain FIRM till completion of the Assignment.

Signature  
Full Name & Address  
Seal

**5. Section V: Agreement For Engagement****5.1 Draft Agreement For Engagement**

THIS AGREEMENT is made on the [Day] between Jharkhand Renewable Energy Development Agency (hereinafter called "JREDA") on one part and ABC Limited (hereinafter called "the Consultant") of the other part:

WHEREAS

The JREDA is desirous that the empanelled Consultant should provide consultancy services as per the Scope of work.

The Consultant, having represented to the JREDA that he has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**Background**

The agreement shall begin from the date of signing of the agreement. These conditions shall apply to the extent that provisions in other parts of the agreement do not supersede them. For interpretation words and expressions shall have the same meanings as are respectively assigned to them in the RFP

The following documents in relation with RFP issued for Engagement of Consultants shall be deemed to form and be read and construed as part of this Agreement viz:

- (i) Invitation for Proposals (IFP)
- (ii) Instructions to Respondents (ITR)
- (iii) Scope of Work (SoW)
- (iv) Technical Proposal (TP)
- (v) Presentation made to the Technical Evaluation Committee



**Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'JREDA' and 'the Consultant'. The Consultant subject to this agreement for engagement has complete charge of its personnel in performing the services under the Project executed by JREDA from time to time. The Consultants shall be fully responsible for the services performed by them or on their behalf hereunder.

**Standards of Performance**

- a) The Consultant shall perform the services and carry out their obligations under the Agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this agreement as faithful advisor to JREDA. The Consultant shall always support and safeguard the legitimate interests of JREDA, in any dealings with the third party. The Consultant shall abide by all related the provisions/Acts/Rules etc. prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.
- b) JREDA requires that Consultants must provide professional, objective, and impartial advice and at all times hold JREDA's interests paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Consultant is also required to furnish a Statement of Non Conflict along with their technical bids. It is also advised that the Consultants should also refrain from responding to requests (EOI / RFP), related with JREDA Projects, where such Conflict of interests exists.

**Consultant Personnel**

The Consultant shall employ and provide such qualified and experienced personnel as may be required to perform the services under the SOW assigned by JREDA.

**Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Agreement shall be interpreted in accordance with the laws of the Union of India and State of Jharkhand.

**Intellectual Property Rights**

No services covered under the Agreement shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify JREDA from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, JREDA shall be defended in the defense of any proceedings which may be brought in that connection.

**Governing Language**

The Agreement shall be written in English Language. English version of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the agreement, which are exchanged between the parties, shall be written in the English Language.

**Performance Assessment**

If the consultant fails to execute the assignment taking into consideration the job requirements, then JREDA may rescind the Agreement and shall be free to get it done from other Consultants at the risk and costs of the appointed Consultant. JREDA may debar the Consultant for applying in the future also.

**Period**

The consultant would be appointed for a period of one year with JREDA from the date of signing of the agreement.

**Termination of association with JREDA**

The empanelled Consultant's association with JREDA will terminate in following two ways:

- (i) The term of Agreement expires;
- (ii) Termination of Agreement by JREDA due to non-performance during the execution of Project
  - a) Performance is below expected level
  - b) Non adherence to the timelines of the Project
  - c) Quality of work is not satisfactory

**Resolution of Disputes**

If any dispute arises between parties, then the matter shall be referred to administrative Secretary to the Government of Jharkhand in the Jharkhand Renewable Development Agency (JREDA), where decision shall be final and binding on both the parties.

**Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in Jharkhand only.

**General**

The mutual rights and obligations of JREDA and the Consultant shall be as set forth in the Agreement; in particular, the Consultant shall carry out the services in accordance with the provisions of the Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year written above

For and on behalf of JREDA

For and on behalf of

[Authorized Representative]

[Authorized Representative]

[**Note:** If the Consultant consists of more than one entity, all these entities should appear as signatories]