



RFQ No: 08/JREDA/SHP/2013-14

Request for Qualification

for

Competitive Bidding Process

for

Development of Small/Mini /Micro Hydro

Power Projects

in the state of

Jharkhand, India

Issued by



JHARKHAND RENEWABLE ENERGY DEV.

AGENCY

(J R E D A)

328/B, Road No-4, Ashok Nagar,

Ranchi-834002,

Jharkhand, India

Date:- 26th June 2013



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

328/B, Road No-4, Ashok Nagar, Ranchi-834002
Jharkhand India

Request for Qualification (RFQ) for Development of Micro/Mini Hydro Power Stations in the state of Jharkhand, India

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

M/s. _____

NOTES:

- i. This document is not transferable.
- ii. Though adequate care has been taken while preparing the RfQ documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the bid documents, it shall be considered that the bid document is complete in all respects and has been acceptable by the Bidder.
- iii. While this RfQ has been prepared in good faith, neither the JREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfQ, even if any loss or damage is caused by any act or omission on their part.



Director
Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002
Jharkhand, INDIA
Tel-Fax:- +91-0651-2240665
Email: info@jreda.com



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1. Definitions

The capitalized terms used in this Request for Qualification (RfQ), shall have the meaning given hereunder:

1.1 "Affiliate" shall mean a company that, directly or indirectly,

- i) controls, or
- ii) is controlled by, or
- iii) is under common control with a Bidding Company (in case of a single company) or
- iv) a Member in a Bidding Consortium (in the case of a Consortium) and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

As an illustration a chart is annexed hereto as Annexure 6.

1.2 "Authorised Person/Nodal Officer" shall mean the person designated by JREDA to represent them in its dealings with the Bidders. The Authorised person shall be authorized to perform all tasks such as providing information, responding to enquiries, issuing clarifications, calling pre-bid conference, issue advertisements for RfQ and Request for Proposal (RFP) etc.

1.3 "Bid" shall mean the response submitted by the Bidders in accordance with the terms and conditions of this RfQ.

1.4 "Bidder" shall mean the Bidding Company or Bidding Partnership Firm¹ or Bidding Sole Proprietorship or Bidding Consortium.

¹ In case of a Bidder being the Partnership firm, the declarations & formats need to be executed by the Managing Partner and reference to Bidding Company shall be construed as reference to Partnership Firm. Similarly for a Proprietary Concern the references to Bidding Company should be construed as references to the Proprietary Concern and the formats need to be executed by the Sole Proprietor.



- 1.5 "Bidding Company"** shall mean the reference to the single company, if the Bid for the proposed Project has been made by a single company.
- 1.6 "Bidding Consortium" or "Consortium"** shall mean the reference to the group of companies, each being a Member in a Bidding Consortium, if the Bid for the proposed Project has been made jointly by more than one company.
- 1.7 "Change in Ownership"** shall mean change of ownership of the Bidder by way of merger/ acquisition/ amalgamation/ reorganization/ consolidation/ demerger.
- 1.8 "Conflict of Interest"** A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.
- 1.9 "IPP" or "Independent Power Producer"** shall mean the Successful Bidder to whom the LOI to be issued by JREDA and Implementation Agreement is to be signed with.
- 1.10 "JREDA"** shall mean Jharkhand Renewable Energy Development Agency;
- 1.11 "Letter of Intent" or "LOI"** shall mean the letter to be issued by JREDA to the Successful Bidder for award of the Project.
- 1.12 "Parent"** shall mean a company which holds at least twenty six percent 26% equity either directly or indirectly in the Bidding Company.
- 1.13 "RfQ"** shall mean the Request for Qualification document including the Annexure thereof issued by Jharkhand Renewable Energy Development Agency for conducting a Competitive Bidding Process for Development of Micro/Mini Hydro Power Stations in the state of Jharkhand, India and shall include any modifications, amendments or alterations or clarifications thereto;



1.14 "Statutory Auditor" shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law.

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

Note: In the absence of availability of definitions in the foregoing references, the capitalized term shall be interpreted only for reference/guidance in accordance with the Electricity Act, 2003 or any other relevant electricity laws, rules or regulations prevalent in the state of Jharkhand.



2. Introduction

- 2.1** The state of Jharkhand almost comprises hilly terrain mostly of Chhotanagpur plateau and 30% of total area (79,714 sq km) is covered with forest. The normal annual rainfall is 1400 mm. These geographical factors provide a number of Small Hydro Power (SHP) potential sites at waterfalls and rapids in the streams and rivers of Jharkhand.
- 2.2** The total installed capacity of small/mini hydro power station in Jharkhand is 4050 kW out of which 4000 kW of Tilayia SHP is owned by DVC and 50 kW of portable micro hydro sets is owned by Bihar State Hydro Electric Power Corporation. There are 90 nos. of Small/Mini/Micro hydro power project having total estimated capacity of 134170 KW under different stages of development.
- 2.3** In order to electrify villages & hamlets, thrust has been provided to encourage the development of Micro/Mini Hydro Power Projects (MHP's) in the state.
- 2.4** Jharkhand Renewable Development Agency (JREDA) is a state nodal Agency under the administrative control of the Energy Deptt, Govt of Jharkhand.
- 2.5** JREDA is responsible for development of Hydro Power projects up to 25 MW of capacity.
- 2.6** JREDA seeks to select competent, experienced and capable party having the necessary technical competence, experience and financial strength for developing such projects. In this regard, JREDA has engaged Feedback Infrastructure Services. Pvt. Ltd as consultants for providing Advisory Services for selection of Developers for the said project.
- 2.7** A two stage bidding process will be adopted comprising Request for Qualification (RfQ) followed by Request for Proposal (RfP). Bidders who are declared qualified after submission and evaluation of RfQ documents and will be allowed to participate further and bidders who are declared not qualified will not take any further part in the bidding process. The decision of JREDA in this regard shall be final and binding.



3. Information to the Bidders

3.1 JREDA has identified following projects for implementation in IPP mode. Details of the project cost as provided herein below are tentative estimate and under review by external technical consultants.

No	Name of the Project	Latitude	Longitude	District	Source	Estimated Project capacity (MW)	Tentative Basic Cost (Rs Crore)
1	Torpa	22 ⁰ 49'03.38" N	85 ⁰ 08' 37.17" E	Ranchi	River Karo	13.00	115
2	Dasham Fall HEP	23 ⁰ 08' 40" N	85 ⁰ 28' 13" E	Ranchi	River Kanchi	6.00	50
3	Manoharpur HEP	22° 57' 12.10"N	86° 24' 45.14"E	West Singhbhum	River Koel & Karo	8.00	70
4	Malay HEP	23 ⁰ 54' 56"N	84 ⁰ 17' 14"E	Palamu	Malay Dam Toe	0.80	7
5	Basia HEP	22° 50' 51"N	84° 50' 7"E	Gumla	River Koel	9.00	80
	Total					36.80	

3.2 The Bidder may bid for a single project or a cluster of projects depending on its qualifications based on the qualification criteria outlined under Clause 4.1.

3.3 IPP shall be free to sell power to any party of his choice. In case the IPP chooses to sell power to Jharkhand State Electricity Board (JSEB) or its successor company, the same shall be purchased by JSEB or its successor company at a tariff determined by Jharkhand State Electricity Regulatory Commission (JSERC) as per prevailing regulations. Please note, the upfront premium payable (as discussed in clause 3.7) would **not be included** by JSERC while determining the tariff for such projects.

3.4 The Govt. land if required, for Power Projects would be allotted on leasehold basis for a period of 40 years @ nominal lease rent of Rs. 1 per sq. m. In case



of non availability of Government land, IPP will purchase land in the name of JREDA which will be leased out to IPP for a period of 40 years.

- 3.5** Pre-development costs incurred by JREDA for each project shall be recovered from the IPP. The amount so recoverable for each project shall be indicated at the RfP stage.
- 3.6** The project shall be allotted for initial period of 40 years from the date of allotment of LOI. Upon the expiry of 40 years, project shall be handed over to JREDA without any consideration. Extension, if any, shall be based on mutually agreed terms & conditions between IPP and JREDA.
- 3.7** The IPP shall provide a minimum of 12% of power generated from the project to the state free of cost, from the date of commercial operation of the project up to the life of the project. Further, the IPP shall also provide an additional 2% of power generated from the project free of cost towards Local Area Development Fund (LADF) from the date of commercial operation of the project up to the life of the project.
- 3.8** The selection of the bidder would be on the basis of an upfront premium amount quoted by a bidder on a per MW basis. The bidders shall be required to quote a minimum amount of upfront premium. Such minimum threshold amount of upfront premium will to be indicated at RfP stage.
- 3.9** The IPP shall be entitled to Renewable Energy Certification (REC) benefits as per JSERC regulations and applicable laws.
- 3.10** The proceeds of carbon credit from approved Clean Development Mechanism (CDM) project shall be shared between IPP and JREDA in the following manner, namely



- 3.10.1 100% of the gross proceeds on account of CDM benefit to be retained by the IPP in the first year after the date of commercial operation of the Hydro Project;
- 3.10.2 In the second year, the share of the JREDA shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the IPP and JREDA.
- 3.11** The onus of obtaining all statutory and non -statutory clearances will lie on the IPP. Government of Jharkhand (GoJ) and JREDA shall facilitate provision of statutory clearances in time bound manner.
- 3.12** Construction of project infrastructure including approach roads, arrangement for water supply, power for construction purposes, etc. shall be the responsibility of the IPP and the cost thereof shall be borne entirely by the IPP.
- 3.13** Since potential sites are being notified on the basis of preliminary reconnaissance and PFRs only, the IPPs are requested to verify various project related parameters viz. discharge, head, water availability, habitation, etc. The information contained in the Pre Feasibility Reports (PFRs) is only indicative and JREDA shall not be responsible for the accuracy of the information contained therein. IPPs shall also ensure that the project components do not fall in wild life sanctuaries, National Parks, eco protection zones, etc. and also do not interfere / overlap with the existing/ ongoing Hydro Projects.
- 3.14** IPP will be responsible for doing all confirmatory survey and investigation including site access, etc. at its own cost leading to preparation of DPR.
- 3.15** The IPP shall be responsible for ensuring submission of documents complete in all respects to concerned authorities. Failure to do so within the stipulated time frame shall be treated as non-compliance of the policy and Implementation Agreement.
- 3.16** IPP shall be responsible for all the R&R activities, including cost of implementation plan, as approved by GoJ.



- 3.17** The bidder shall be responsible for carrying out due diligence with regard to his compliance responsibilities under various applicable Central/State/other laws, rules and regulations and ensure compliance with the same.
- 3.18** All Bidders are required to submit information in accordance with the instructions set forth in this RfQ. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the Project.
- 3.19** The Bids submitted in response to RfQ shall be valid for a period of one hundred & eighty (180) days from the last date of submission of Bid.
- 3.20** The successful Bidder should not assume that his bid shall automatically be accepted prior to the expiry of the period of bid process prescribed by JREDA in the RfQ document including extensions if any JREDA will notify the successful bidder by telefax or email, to be confirmed in writing by registered letter, that his bid has been accepted. No correspondence will be entertained from the unsuccessful bidders.
- 3.21** JREDA reserves the right to accept, revoke or reject any tender, and to annul the bidding process and reject all bids, at any time prior to allotment of Project. In the event of cancellation/ revocation/ withdrawals etc. the bidder shall not claim any right/claim or any amount (except the refund of amount of EMD, if any deposited) for any reason whatsoever from JREDA or the State. No right or claim shall be deemed to have been accrued in favour of a successful bidder.
- 3.22** JREDA reserves its right to cancel the allotment of Project even after issuance of Letter of Allotment if it comes to its notice the allotment was obtained by some misrepresentation / suppression/ concoction of facts/profile etc. and also for the reason that the execution/continuation by the IPP is not in the interest of State and the Public.
- 3.23** Mere issuance of bidding document to any bidder shall not construe that such bidder is considered to be qualified. Bidders in their own interest are advised to



ascertain meeting the qualification criteria before purchasing the RfQ document.

- 3.24** JREDA reserves the right to accept/reject any or all bids/responses without assigning any reason thereof.



4. Instruction to Bidders

4.1 Qualifying Criteria

- 4.1.1 Bidders should have technical experience and financial capability to execute the Projects as specified in this RfQ. In the case of a Bidding Consortium, the technical experience shall be met by the Lead Member. The Lead Member shall have at least 26% stake in the Bidding Consortium.
- 4.1.2 Bidders shall need to qualify themselves for the aggregate capacity of the projects they wish to bid for. For the purpose of bidding, the capacity of projects is expressed in MW.
- 4.1.3 At the RFP stage, the Bidder may choose to bid for any number of projects from the projects listed under Clause 3.1 provided the individual capacity of the projects bid for, shall not be more than the maximum capacity for which the bidder has been qualified at the RfQ stage considering the qualification criteria. Please note that the capacity qualified at the RfQ stage for a Bidder shall also define the maximum capacity that can be awarded to a Bidder subject to other conditions to be specified at the RFP stage.
- 4.1.4 The Bidder must fulfill following minimum financial requirements for **each MW of capacity**
- **Net worth:** Rs. Two Crore and Fifty Lakhs (2.50 Crores) or equivalent US\$ derived from any of the last three years' audited annual accounts.
 - **Annual Turnover:** Rs. Two Crores and fifty Lakhs (2.50 Crore) or equivalent US\$ derived from any of the last three years' audited annual accounts

Above financial parameters shall be defined and computed in following manner by the Bidder: Annexure 5A1 (i)

- **Net worth**

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

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



4.1.5 For the purpose of calculation of above qualification criteria as outlined under 4.1.4, the US\$-Indian Rupee Exchange rate shall be considered as the corresponding TT buying rate specified by the State Bank of India as on the last day of accounting year for which the audited accounts have been submitted.

4.1.6 **The Bidder must fulfill the following minimum technical requirements:-** Bidder must have experience of developing or executing through EPC contracts of any Infrastructure projects such as Power, Ports, Airports, Roads, Rails, Refineries, Steel Plants, Gas Pipelines, Canals, Dams, Bridges, Telecommunications, Shipping etc.

- i) In the last 10 years, whose aggregate capital costs must not be less than the amount equivalent to Rs. 0.75 Crores or equivalent US\$ per MW, and
- ii) In the last 10 years the capital cost of at least one infrastructure project should be equivalent or more than Rs.0.125 Crores or equivalent US\$ per MW.

Note: Bidder must submit copies of related work orders and completion certificates with total amount and date of completion of project.

For this purpose, capital expenditure incurred on projects that have been completed upto 7 (seven) days before the last date of submission of Bid shall be considered.

Developing or executing through EPC contract of a project means successful commissioning of a project developed or executed through EPC contract by the Bidder/Parent/Affiliate, as the case may be.

4.1.7 For the purpose of calculation of above qualification criteria as outlined under 4.1.6, the US\$-Indian Rupee Exchange rate shall be considered as the corresponding TT buying rate specified by the State Bank of India seven days before the last date of submission of Bid as stated in the RfQ document.

4.1.8 For the purposes of technical and financial criteria only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 51% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of



evaluation of the Bid. Bidders shall furnish documentary evidence duly certified by Managing Director/ Chief Executive Officer/Full time director on the Board of the Company/Partner and the Statutory Auditor in support of their financial capability and technical experience as defined in clauses 4.1.4 and 4.1.6 respectively.

4.2 Collection of RfQ document

4.2.1 Interested parties may collect the RfQ from the offices of JREDA located at 328/B, Road No.- 4, Ashok Nagar, Ranchi-834002, Jharkhand by making payment of **Rs. 10,000/-** (Rupees Ten Thousand only) towards the non-refundable fees by way of demand draft payable at Ranchi in favour of Director, JREDA. The RfQ document can also be downloaded from website of Jharkhand Renewable Energy Development Agency – “www.jreda.com” In case the RfQ is downloaded, the response to the RfQ shall be accompanied with a non-refundable demand draft of Rs. 10,000/- (Rupees Ten Thousand only) payable at Ranchi in favour of Director, JREDA.

4.3 Information Required

4.3.1 The information in the Bid will be submitted by the Bidder as per the Annexure attached to this document. The information to be submitted in the Bid is specified in Clause 6 (Formats) of this document.

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

4.3.3 The Bidder should note that:

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



4.4 Submission of Bid by the Bidder

4.4.1 For Bid submitted by Bidding Company/Bidding Consortium:

- 4.4.1.1 In case of Bidding Consortium, the Bid must mention the name of the Lead Member. The Bidding Company/ the Lead Member should designate one person to represent the Bidding Company/ Consortium in its dealings with JREDA. The person so designated should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the Bidding Company/ Consortium, etc. as per the format enclosed as Annexure 4.
- 4.4.1.2 The Bidding Company/Bidding Consortium should submit a power of attorney, authorising the signatory of the Bid to commit the Bidder as per format provided in Annexure 4, along with submission of Bid. At the RfP Stage, the Bidder should provide required Board Resolutions committing 100% of equity requirement.
- 4.4.1.3 The Bidder must furnish the relevant details of financial and technical requirements to meet the qualifying criteria in accordance with clauses 4.1.4 and 4.1.6 in the formats given in Annexure 5.

The Bidders who have qualified at RfQ stage may change their Consortium at RfP stage. With respect to the change in Consortium, following shall apply:

- The Lead Member of the Consortium is not allowed to be changed.
- In case the Bidding Company intends to form a Consortium after submission of the RfQ, then the Bidding Company shall be the Lead Member of such Consortium and shall fulfill all the requirements of RfQ, including technical requirements.
- No change in composition of a Consortium or a change from Bidding Company to Consortium or a Change in Ownership shall be permitted in the period between a period commencing from thirty (30) days prior to Bid Deadline of RfP and issuance of Letter of Intent. Accordingly, no request for a proposed change in composition of a Consortium or request for approval of the Change in Ownership shall be entertained during this period.

Subject to the above and to the provisions of clause 4.4.1.5 any request for change in the membership of the Consortium or, change from Bidding Company to Bidding Consortium may be considered only upon the Bidder making a prior written application to the JREDA seeking its approval for such



change. In case of a Change in Ownership, the Bidding Company or Lead Member in case of a Consortium shall make a request for approval of such change within seven (7) days of such Change in Ownership.

Any such change may be permitted, provided that the Bidder after such change is qualified as required by the provisions of the RfQ, including technical and financial requirements and also meets the provisions of clause 4.4.1.4 and clause 4.4.1.5.

JREDA reserves the right to seek additional information from the Bidder, if considered necessary. JREDA shall convey its decision on the request within fifteen (15) days from the date of receipt of complete information from the Bidder making the request, as required by the JREDA.

It is clarified that a Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RfQ document for such Project. It is also clarified that the evaluation of the new Bidding Consortium, in case the Bidding Consortium has requested for any changes in the composition, shall be evaluated as per the provisions of clause 5.3.

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

4.4.1.4 A Change in Ownership may be permitted in the following cases, subject to the condition that after the Change in Ownership the substitutes shall have equal or superior technical and financial capabilities compared to the requirements prescribed under the provisions of the RfQ:

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



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

4.4.2 Additional provisions in case of Bids submitted by a Bidding Consortium

4.4.2.1 The Bid shall contain a Joint Deed Agreement entered into between the Consortium Members (Annexure 3). Each Member of the Consortium shall duly sign the Joint Deed Agreement, making each of the Consortium Members, liable for raising the required funds for their respective equity investment commitment in the format given at Annexure 5. In the absence of such a document, the Bid would not be considered for evaluation and will be rejected. Provided further that the Lead Member of the Bidding Consortium will be required to be liable to the extent of 100% of the total proposed commitment of equity investment of the Bidding Consortium. i.e. for both its own liability as well as the liability of other Members. Provided further that the Joint Deed Agreement shall not be amended without the explicit approval of the JREDA.

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

4.5 Due dates

4.5.1 The Bidder shall submit the Bid so as to reach the following address by 1500 hrs on 3rd April 2013:

Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002.Jharkhand INDIA

4.5.2 Important deadlines are mentioned below:

Date	Event
8 th May 2013	Commencement of Sale of RfQ documents
5 th June 2013	Pre-bid meeting on RfQ documents
10 th July 2013	Final clarifications and issuance of revised RfQ if any



Date	Event
23 rd July 2013	Last date of sale of RfQ documents
24 th July 2013 up to 15 Hrs	Dead line for submission of Responses to RfQ
24 th July 2013 at 16 Hrs	Opening of responses to RfQ
10 th August 2013	Short listing based on responses to RfQ
17 th August 2013	Issuance of RfP Documents to qualified Bidders
24 th August 2013	Pre-bid conference on RfP documents
31 st August 2013	Final clarifications and issuance of revised of RfP if any
16 th Sept 2013 up to 15 Hrs	Dead line of Bid Submission in response to RfP
16 th Sept 2013 at 16 Hrs	Opening of Technical Bids
30 th Sept 2013 at 16 Hrs	Opening of Financial Bids
17 th October 2013	Short listing of Successful Bidder and issue of LOI
18 th November 2013	Signing of Pre Implementation Agreement

4.6 Method of submission

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

"Response to RfQ for Development of Micro/Mini Hydro Power Station"

Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002
Jharkhand INDIA

"Name of the Bidder _____"

4.6.2 This envelope should also contain a covering letter as per the format provided in Annexure 2 of this document.

4.6.3 The Bidder has the option of sending his Bid by registered post or submitting the Bid in person so as to reach the JREDA at the designated address by the time and date stipulated by the JREDA. Bid submitted by telex/ telegram/ fax shall not be considered under any circumstances. The JREDA shall not be



responsible for any delay in receipt of the Bids. Any Bid received by the JREDA after the deadline for submission of the Bids stipulated by the JREDA shall not be opened.

- 4.6.4 All pages of the Bid submitted must be initialed by the authorised signatory on behalf of the Bidder. The bid shall be hardbound or spiral bound, otherwise bids may be rejected.
- 4.6.5 The Bid shall be submitted in one original + 2 copies (placed in one envelope as mentioned in clause 4.6.1). No change or supplemental information to a Bid will be accepted after the scheduled date and time of submission of Bid. JREDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid.
- 4.6.6 If the envelope is not sealed and not marked as per the requirement, the JREDA will assume no responsibility for the Bid's misplacement or premature opening.

4.7 Bid Preparation

4.7.1 The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions. JREDA, GoJ shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

4.7.2 Bidders should note that

- i. All the information should be submitted in English language only.
- ii. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- iii. Bids that are incomplete, which do not substantially meet the requirements prescribed in this RfQ, will be liable for rejection by the JREDA.
- iv. Bids not submitted in the specified formats will be liable for rejection by the JREDA.
- v. All pages of the Bids submitted must be initialed by the authorised signatories on behalf of the Bidder.
- vi. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.



4.8 Enquiries/Clarifications

Enquiries/ clarifications may be sought by the Bidder from:

Director Jharkhand Renewable Energy Development Agency (JREDA) 328/B, Road No.-4, Ashok Nagar, Ranchi- 834002. Jharkhand INDIA	Tel-Fax:- +91-0651-2240665 Email: info@jreda.com
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4.9 Right of the JREDA to reject a Bid

4.9.1 JREDA reserves the right to reject all or any of the Bids or cancel the RfQ without assigning any reasons whatsoever and without any liability.

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



5. Evaluation Criteria

5.1 The Bid evaluation process comprises of the following two steps:

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

5.2 Step I - Responsiveness check

5.2.1 The Bid submitted by the Bidder shall be scrutinized to establish "Responsiveness". Any of the following conditions shall cause the Bid to be "Non-responsive":

- i) Bids not received by the due date and time
- ii) Sufficient information not submitted in the Bid to be evaluated and/or information not submitted in specified formats
- iii) Bid not signed by authorised signatory and / or sealed in the manner and to the extent indicated in this RfQ Document
- iv) Bid not including the covering letter as per format in Annexure 2
- v) Bid submitted by a Bidding Consortium not including the Joint Deed Agreement as per Annexure 3
- vi) Bids having Conflict of Interest
- vii) The Bidder has not submitted a disclosure as per Annexure 7
- viii) Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the JREDA.

5.3 Step II - Bid evaluation

5.3.1 Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under clause 4 - Formats. This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium.

5.3.2 The Bidding Company or Bidding Consortium must fulfill the minimum financial and technical requirement mentioned in clauses 4.1.4 and 4.1.6.

5.3.3 If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company only shall be considered.

5.3.4 If the Bid is submitted by a Bidding Consortium, then the financial requirement to be met by each Member in Bidding Consortium shall be in proportion to the equity commitment by each of them;



- 5.3.5 The technical experience criteria shall be met by the Lead Member of the Consortium;
- 5.3.6 The technical and financial capability of a particular company shall not be used by more than one Member of a Bidding Consortium;
- 5.3.7 The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 4.1.6) and financial capability (mentioned in clause 4.1.4) of a Parent or its Affiliates for the purpose of Bid Evaluation. If a Bidding Company or a Member in a Bidding Consortium wishes to take benefit of the technical and financial capability of its Parent or its Affiliates, it will have to submit legally binding undertaking supported by a Board Resolution in the RfP stage from its Parent or its Affiliates that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Parent or its Affiliates and in the event of any default, the same shall be met by the Parent or its Affiliates. Moreover, the Bidding Company or the Consortium Member shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Company Secretary and one of the Directors of the Bidding Company / Consortium Member.



6. Formats of Response to RfQ

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

6.2 Bidder Information

6.2.1 The formats required to be submitted by the Bidder under Bidder information are attached to this document. Attention of the Bidders is specifically drawn to the requirement that each format relating to Financial and Technical requirement as given in Annexure 5 has to be duly signed by the Managing Director/ Chief Executive Officer /full time director on the Board of the Company/Partner and the Statutory Auditor. In case of a Bidding Consortium each Member shall submit information about its financial and the Lead Member, about its technical requirement in separate formats as prescribed:

6.2.2 Information about the Bidder:

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

6.2.2.1 For a Bidding Company

Last three years unconsolidated/consolidated audited annual accounts (in accordance with Clause 4.1.8) for the calculation of Net Worth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, auditor's report)

6.2.2.2 For a Bidding Consortium

- i. Name of the Lead Member of the consortium {as per Annexure 3}
- ii. The role of each Member in Bidding Consortium {as per Annexure 3}
- iii. A letter of consent from each Member committing a specific investment.
- iv. A signed Joint Deed Agreement between the Members in a Bidding Consortium {as per Annexure 3}
- v. For each Member in Bidding Consortium,
 - i. Last three years unconsolidated/consolidated audited annual Accounts (in accordance with clause 4.1.8) for the calculation of Net worth and Annual Turnover from business operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, auditor's report)



Annexure - Checklist for Bidders

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

No.	Particulars	Annexure	Check
i)	Executive Summary	(Annexure 1)	
ii)	Covering Letter	(Annexure 2)	
iii)	Joint Deed Agreement between Members in a Bidding Consortium	(Annexure 3)	
iv)	Power of Attorney in favour of authorised signatory	(Annexure 4)	
v)	Formats relating to financial and technical requirements	(Annexure 5)	
vi)	Disclosure regarding participation of any related company in this bid process	(Annexure 7)	
vii)	Letter of consent from all Members in a Bidding Consortium	(Annexure 8)	
viii)	Initialing of all pages of Bid by authorised signatory of the Bidder	-	
ix)	Last three years Annual Reports containing unconsolidated/ consolidated audited accounts (in accordance with Clause 4.1.8), directors' report, etc. of Sole Bidding Company or each of the Member in case of a Bidding Consortium and/or Parent/Affiliates if their technical and/or financial credentials have been taken into consideration for meeting qualification requirements	-	
x)	Any other necessary information and documents as required under the RfQ.	-	

Please tick in case of the following documents are submitted

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



Annexure 1 - Format of Executive Summary

Executive Summary

1.1. a Name of the Sole Bidding Company/ Bidding Consortium

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

1.2 Details of the Bidding Consortium

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

1.3 Details of the contact person

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

Signature _____

For

Bidder's Rubber Seal and Full Address



Annexure 2 - Format of Covering Letter

FORMAT OF COVERING LETTER

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

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To

Director

Jharkhand Renewable Energy Development Agency

328/B, Road No.-4, Ashok Nagar, Ranchi-834002

Jharkhand, INDIA

Sub:- Bid for Development of Micro/Mini Hydro Power Stations

Ref:- RfQ dated [insert date]

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RfQ document for development of micro/mini hydro power station hereby submit our Bid. We confirm that neither we nor any of our Parent/ Affiliate/ Ultimate Parent has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfQ document.

CONTACT PERSON

Details of contact person are furnished as under:

Name

Designation

Company

Address



Phone Nos.

Fax Nos.

E-mail address

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

Dated the _____ day of _____ of 20

The period of validity of the Bid to RfQ shall be one hundred and eighty (180) days from the last date of submission of Bid.

Thanking you,
Yours faithfully,

(Signature, Name, Designation and Seal)*

Business Address:

Name and address of principal Officer

* To be signed by Managing Director/ Chief Executive Officer/ Full time director on the Board of the Bidding Company/ Partner / Lead Member in case of Consortium.



Annexure 3 - Format of Joint Deed Agreement among the members of Bidding Consortium

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

FORM OF JOINT DEED AGREEMENT BETWEEN

M/S....., M/S.....,
M/S..... AND M/S.....
FOR (-----)
AS PER SECTION 4.4.2.1 OF REQUEST FOR QUALIFICATION (**RfQ**)
BID DOCUMENT NO. (-----)

THIS Joint Deed Agreement executed on this..... day of Two thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-4", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into the Implementation Agreement (in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. (-----) for (-----) of Jharkhand Renewable Energy Development Agency (JREDA) having its Office at _____, Ranchi, Jharkhand.



WHEREAS, the JREDA had invited Bids for Qualification vide its (RfQ dated)

AND WHEREAS Section 4.4.2.1 of the RfQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the JREDA wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

- In consideration of the Award of the Contract(s) by the JREDA to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the RfQ for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here).

The Lead Member is hereby authorised by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.

- Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
- The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- Subject to the terms of this Agreement, the share of each Member of the Consortium in the "issued equity share capital of the Project Company" (if



such a company is to be established) is/shall be in the following proportion: (if applicable)

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

- The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
- In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 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.
- It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [_____] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of JREDA, as stipulated in the bidding documents (RfQ/RfP and Implementation Agreement), jointly, on behalf of the Consortium Members, in favour of the JREDA.
- It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the



contrary by the JREDA.

- The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RfQ/RfP and for the purposes of the Project.
- It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of JREDA.

This Joint Deed Agreement

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

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

1. For M/s
(Partner 1)

Common Seal of M/s.....
 (Signature of the authorised representative)
 have been affixed in my/
 our presence pursuant to
 Board / Board of Directors Resolution Name.....
 dated Designation.....
 Signature.....



2. For M/s
(Partner 2)
- Common Seal of M/s.....
..... (Signature of the authorised representative)
have been affixed in my/
our presence pursuant to
Board/Board of Directors Resolution dated Name.....
Signature..... Designation.....
3. For M/s
(Partner 3)
- Common Seal of M/s.....
..... (Signature of the authorised representative)
have been affixed in my/
our presence pursuant to
Board/Board of Directors Resolution dated Name.....
Signature..... Designation.....
4. For M/s
(Partner 4)
- Common Seal of M/s.....
..... (Signature of the authorised representative)
have been affixed in my/
our presence pursuant to
Board / Board of Directors Resolution dated Name.....
Signature..... Designation.....



Annexure 4 - Format of Power of Attorney for Signing Bid

POWER OF ATTORNEY

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

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of [Insert name of Project] in the country of India, including signing and submission of all documents and providing information / Bids to Jharkhand Renewable Energy Development Agency, representing us in all matters before [Insert Name], and generally dealing with Jharkhand Renewable Energy Development Agency in all matters in connection with our bid for the said Project.

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

For

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



Annexure 5 - Formats for Technical and Financial Requirement

Annexure 5A	Formats for Financial Requirements to be filled by Sole Bidding Company/each Member in Bidding Consortium
Annexure 5A1	Format for Net worth
Annexure 5A1(i)	Net worth Certificate
Annexure 5A2	Format for Annual Turnover
Annexure 5B	Formats for Financial Requirements to be filled by Lead Member in the Consortium
Annexure 5B1	Format for Net worth
Annexure 5B2	Format for Turnover
Annexure 5C	Format for Technical Experience to be filled by Sole Bidding Company/ Lead Member
Annexure 5D	Formats for Technical and Financial Requirement to be filled by Parents/Affiliates

**Annexure 5A - Formats for Financial Requirement****(To be filled by Bidding Company / Each Member in a Consortium)****Annexure 5A1****FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH****[On the letterhead of Sole Bidding Company / Each Member in a Bidding Consortium]**

To,
Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub: Bid for Development Micro/Mini Hydro Power Station

We certify that the Sole Bidding Company /Member in a Bidding Consortium had a minimum Net worth of Rs.----- [Insert amount as per clause 4.1.4 and 5.3.3] Crore or equivalent US\$ based on audited annual accounts of any of the last three (3) financial years. This Net worth has been calculated in accordance with instructions provided in clause 4.1.4 of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Company	Relationship with Bidding Company* Parent/ Affiliate	Network (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 5D has to be filled for each of such companies.*



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

Name of Member: [Insert name of the Member]

Net worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----Crore (Equity Commitment (%) * Rs. [] Crore)

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

Name of Company	Relationship with Member* Parent/ Affiliate	Networth (Rs. Crore)
Company 1		

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 5D has to be filled for each of such companies.*

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

***Signature and Stamp of
Statutory Auditor***

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

Date;

Note:

- 1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium.*
- 2. Along with the above format, provide details of computation of Net worth duly certified by Statutory Auditor as prescribed in Annexure 5A1 (i).*



Annexure 5A1 (i)

Net Worth Certificate

[On the letterhead of Sole Bidding Company / Each Member in a Bidding Consortium]

To,
Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

This is to certify that Net worth of _____ {insert the name of bidding entity/ consortium partner}, as of 31st March 2010/2011/2012 is Rs _____ Crores. The details are appended below.

Particulars	Amount (Rs. In Crores)
Equity Share Capital	
Add: Reserves	
Subtract: Revaluation Reserve	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carried forward losses	
Net Worth as at 31 st March 2010/2011/2012	

(Please note Sole bidder/each member in bidding consortium would provide 3 certificates i.e. for 31st March 2010, 31st March 2011 and 31st March 2012)

***Authorised Signatory
(Power of Attorney holder)***

***Statutory Auditor
(Stamp & Signature)***



Annexure 5A2

FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER

[On the letterhead of Sole Bidding Company/Each Member in a Bidding Consortium]

To,

Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub: Bid for Development Micro/Mini Hydro Power Station

We certify that the Sole Bidding Company/Member in a Bidding Consortium had a Annual Turnover of Rs.----- [Insert amount as per clause 4.1.4 and 5.3.3] Crore or equivalent US\$ based on one of the last three years audited annual accounts. This Turnover has been calculated in accordance with instructions provided in clause 4.1.4 of the RfQ.

Exhibit (i): Applicable in case of Bidding Company

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

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

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 5D has to be filled for each of such companies.*



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

Name of Member: [Insert Name of Member]

Turnover Requirement to be met by Member in proportion to the Equity Commitment: Rs. -----Crore (Equity Commitment (%) * Rs. [Insert amount as per clause 4.1.4].

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

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

Total		

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 5D has to be filled for each of such companies.*

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

***Signature and Stamp of
Statutory Auditor***

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

Date;

Note:

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



Annexure 5B - Formats for Financial Requirement
(To be filled by Lead Member of the Consortium)

Annexure 5B1

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH
[On the letterhead of Lead Member in a Bidding Consortium]
(NOT APPLICABLE FOR BIDDER WHO IS A SOLE BIDDING COMPANY)

To,

Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub: Bid for Development of Micro/Mini Hydro Power Station

We certify that the Bidding Consortium had a minimum Network of Rs. [Insert amount as per clause 4.1.4] Crore or equivalent US\$ based on any one of the last three years audited annual accounts. This Network has been calculated in accordance with instructions provided in clause 4.1.4 of the RfQ.

Name of Member in a Bidding Consortium (1)	Equity Commitment (%) (2)	Networth Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore) (3)	Networth of Members* (4)	Networth eligible to be counted (lower of (3) and (4))
Member 1				

Total Network of Consortium for Financial Qualification Requirement			[Not to be filled]	

**These figures should be based on the figures in Annexure 5A1*



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

***Signature and Stamp of
Statutory Auditor***

(Please also affix common seal of Lead Member)

Date;

Note:

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



Annexure 5B2

**FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER
[On the letterhead of Lead Member in a Bidding Consortium]
(NOT APPLICABLE FOR BIDDER WHO IS A SOLE BIDDING COMPANY)**

To,
Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub: Bid for Development of Micro/Mini Hydro Power Station

**We certify that the Bidding Consortium had an Annual Turnover of Rs.-----
[Insert amount as per clause 4.1.4] Crore or equivalent US\$ based on one of the
last three years audited accounts. This Turnover has been calculated in accordance
with instructions provided in clause 4.1.4 of the RfQ.**

Name of Member in a Bidding Consortium	Equity Commitment (%)	Turnover Requirement to be met by Members in Proportion to the Equity Commitment (Rs. Crore)	Turnover of Members*	Turnover eligible to be counted (lower of (3) and (4))
(1)	(2)	(3)	(4)	
Member 1				

Total Turnover of Consortium for Financial Qualification Requirement			[Not to be filled]	

**These figures should be based on the figures in Annexure 5A2*



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

***Signature and Stamp of
Statutory Auditor***

(Please also affix common seal of Lead Member)

Date;

Note:

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



**Annexure 5C - Formats for Technical Requirement**

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

Annexure 5C

FORMAT FOR TECHNICAL REQUIREMENT

[On the letterhead of Sole Bidding Company/ Lead Member in a Bidding Consortium]

To,
Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub: Bid for Development XYZ Micro/Mini Hydro Power Station

We certify that the Bidding Company/Lead Member has experience of developing projects in the last 10 years whose aggregate capital cost is not less than Rs.----- [Insert amount as per clause 4.1.6] Crore. Out of these projects, the capital cost of at least one project is equivalent or more than Rs.----- [Insert amount as per clause 4.1.6] Crores. This Technical Requirement has been calculated in accordance with instructions provided in clause 4.1.6 of the RfQ and on the basis of following projects:

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



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

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements and form 5D has to be filled for each of such companies.

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

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

***Signature and Stamp of
Statutory Auditor***

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

Date:

Note:

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



Annexure 5D - Formats for Financial and Technical Requirement

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

Annexure 5D

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

To,

Director, Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002,
Jharkhand, INDIA

Dear Sir,

Sub Bid for Development Micro/Mini Hydro Power Station

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium] as per the provisions of the RfQ and that our Net worth for the year___and Turnover for the year ___is as given below. The said Net worth and Annual Turnover has been calculated in accordance with instructions provided in clause 4.1.4 of the RfQ.

Exhibit (i): Financial Parameters (as applicable)

Parameter	Rs. Crores	Financial Year
Networth		
Annual Turnover		

Exhibit (ii): Technical parameters (as applicable)

We certify that [Insert Name of the Company] is the Parent/ Affiliate of the [Bidding Company/Member in a Bidding Consortium] as per RfQ and that we have experience of developing projects in the last 10 years whose aggregate capital cost is Rs.----- [Insert amount] Crore. This Technical Requirement has been



calculated as per the instructions provided in the clause 4.1.6 of the RfQ on the basis of following projects:

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

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

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

**Signature and Stamp of
Statutory Auditor**

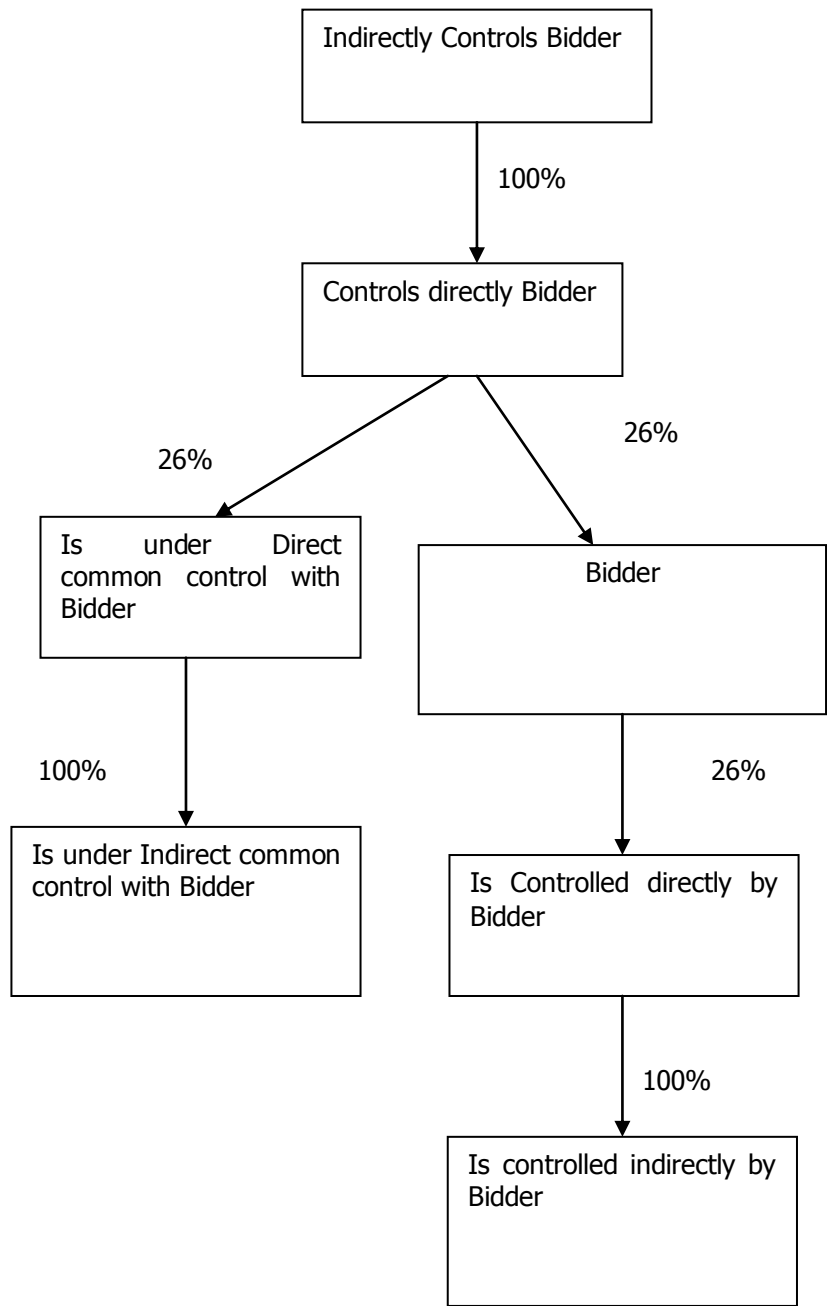
(Please also affix common seal Parent/ Affiliate)

Date;

Note:

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

Annexure 6 - Illustration of Affiliates





Annexure 7 - Format of Disclosure

[On the letterhead of Sole Bidding Company/Each Member in a Bidding Consortium]

Disclosure

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

Sr.No.	Name of the Company	Relationship

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

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

Signature of Chief Executive Officer / Managing Director

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



Annexure 8 – Letter of Consent

[On the letterhead of Sole Bidding Company /Each Member in a Bidding Consortium]

Director
Jharkhand Renewable Energy Development Agency
328/B, Road No.-4, Ashok Nagar, Ranchi-834002
Jharkhand, INDIA
Tel-Fax: - +91-0651-2240665
Email: info@jreda.com

We _____ {insert the name of bidding entity/ consortium partner}, state that the entire Bid has been reviewed and each element of the Bid is agreed to and we undertake to fulfill the investment commitment for the envisaged Project.

Signature of

***Authorised Signatory
(Power of Attorney holder)***