

CORRIGENDUM

In the light of pre-bid meeting held on 16.12.2016 at 11.30 A.M. & suggestions received from the prospective bidders, JREDA has decided to make following amendments in the RFP No. **34/JREDA/SHP/2016-17 for "Setting up of Small Hydro Power Plant for 13 projects in Jharkhand for a cumulative capacity of 125.20 MW"**:

S. No.	Clause No.	Current Clause	Revised Cause																				
1	Definition (Section 2)	"Bid Deadline" shall be the last date of submission of online bid i.e. by 09 th January 2017 upto 05:00 PM.	"Bid Deadline" shall be the last date of submission of online bid i.e. by <u>06th February 2017</u> upto 05:00 PM.																				
2	Definition (Section 2)		Following definition needs to be included: "Free Power" shall be the total quantum of energy in MU as a percentage of total net energy generated by IPP (Net of Auxiliary Consumption) to be supplied by the IPP free of cost. Free Power shall be equivalent to mandatory minimum of 4% plus that quoted by the bidder in the financial bid																				
	3.1.12	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 Bid Bond, 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.	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 Bid Bond, 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. <i><u>In such cases, the Bid Bond of the Bidders shall be returned as promptly possible, in any case not later than thirty days of the intimation of cancellation/ revocation / rejection of tender by JREDA to the Bidders.</u></i>																				
	4.3.3	RfP documents including Implementation Agreement (Provided in Annexure 21) duly signed as a token of acceptance;	RfP documents including Implementation Agreement (Provided in Annexure 21) duly <i>initialled</i> by the authorized signatory as a token of acceptance;																				
	4.8.1	The Bidders should submit their Bids online in electronic form on or before the Bid Deadline i.e. 05:00 PM (IST) on 09th January 2017	The Bidders should submit their Bids online in electronic form on or before the Bid Deadline i.e. 05:00 PM (IST) on <u>06th February 2017</u>																				
	4.8.2	The Bidder shall further submit the original documents as specified in the Clause 4.4 in a sealed envelope so as to reach the following address by 05:00 PM (IST) on 10th January 2017 at the above mentioned address.	The Bidder shall further submit the original documents as specified in the Clause 4.4 in a sealed envelope so as to reach the following address by 05:00 PM (IST) on <u>07th February 2017</u> at the above mentioned address.																				
	4.8.3	Selection of Hydro Power Project Developer and Project commissioning shall be carried out according to the timeline given below:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>09th January, 2017</td> <td>Last date of downloading of RfP (Upto 5 PM)</td> </tr> <tr> <td>09th January, 2017</td> <td>Last date of Submission of Online Bids (Upto 5 PM)</td> </tr> <tr> <td>10th January, 2017</td> <td>Last date of Submission of Offline Documents (Upto 5 PM)</td> </tr> <tr> <td>11th January, 2017</td> <td>Opening of Technical Bid (At 3:30 PM)</td> </tr> </tbody> </table>	Date	Event	09 th January, 2017	Last date of downloading of RfP (Upto 5 PM)	09 th January, 2017	Last date of Submission of Online Bids (Upto 5 PM)	10 th January, 2017	Last date of Submission of Offline Documents (Upto 5 PM)	11 th January, 2017	Opening of Technical Bid (At 3:30 PM)	Selection of Hydro Power Project Developer and Project commissioning shall be carried out according to the timeline given below:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>06th February, 2017</td> <td>Last date of downloading of RfP (Upto 5 PM)</td> </tr> <tr> <td>06th February, 2017</td> <td>Last date of Submission of Online Bids (Upto 5 PM)</td> </tr> <tr> <td>07th February, 2017</td> <td>Last date of Submission of Offline Documents (Upto 5 PM)</td> </tr> <tr> <td>08th February, 2017</td> <td>Opening of Technical Bid (At 3:30 PM)</td> </tr> </tbody> </table>	Date	Event	06 th February, 2017	Last date of downloading of RfP (Upto 5 PM)	06 th February, 2017	Last date of Submission of Online Bids (Upto 5 PM)	07 th February, 2017	Last date of Submission of Offline Documents (Upto 5 PM)	08 th February, 2017	Opening of Technical Bid (At 3:30 PM)
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	4.11.5	<p>The above payment shall be non-refundable and the original instrument (DD/Banker's Cheque/ pay order) and the original Bank Guarantee towards Bid Bond along with the other documents as specified in Clause 4.4 shall be submitted in a sealed cover/ envelope to the address mentioned below before the Deadline for submission of offline documents and time (i.e. 10th January 2017 upto 05:00 PM), failing which, the bid shall not be considered.</p> <p>The Bidder may submit the hard copies of the above mentioned documents by 10th January 2017 upto 05:00 PM at the above mentioned address.</p>	<p>The above payment shall be non-refundable and the original instrument (DD/Banker's Cheque/ pay order) and the original Bank Guarantee towards Bid Bond along with the other documents as specified in Clause 4.4 shall be submitted in a sealed cover/ envelope to the address mentioned below before the Deadline for submission of offline documents and time (i.e. <u>07th February 2017</u> upto 05:00 PM), failing which, the bid shall not be considered.</p> <p>The Bidder may submit the hard copies of the above mentioned documents by <u>07th February 2017</u> upto 05:00 PM at the above mentioned address.</p>
	4.14.1	<p>Technical Bid Opening - The Part I and the Part II Technical Bid received online shall be opened on 11th January 2017 at 03:30 PM (IST) at the venue where the Bids are required to be submitted, as specified in Clause 4.8, in the presence of one representative from each of such Bidders who wish to be present. In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.</p>	<p>Technical Bid Opening - The Part I and the Part II Technical Bid received online shall be opened on <u>08th February 2017</u> at 03:30 PM (IST) at the venue where the Bids are required to be submitted, as specified in Clause 4.8, in the presence of one representative from each of such Bidders who wish to be present. In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.</p>

Implementation Agreement

S. No.	Article No.	Current Clause	Revised Cause
	Page No. 2	This Implementation Agreement (the Agreement) made on this _____ day of the _____ 2016 Two Thousand and Thirteen	This Implementation Agreement (the Agreement) made on this _____ day of the _____ Two Thousand and <u>Seventeen</u>
1	Page No. 2	B. JREDA conducted a competitive bidding process for selection of IPP's for development of Fourteen (14) Small Hydro Power Projects more particularly described in the RfP dated _____ issued by JREDA;	B. JREDA conducted a competitive bidding process for selection of IPP's for development of <u>Thirteen (13)</u> Small Hydro Power Projects more particularly described in the RfP dated _____ issued by JREDA;
	Article 1: Definitions & Interpretations		Following definition needs to be included: "Free Power" shall be the total quantum of energy in MU as a percentage of total net energy generated by IPP (Net of Auxiliary Consumption) to be supplied by the IPP free of cost. Free Power shall be equivalent to mandatory minimum of 4% plus that quoted by the bidder in the financial bid
	Article 4.4	In case of failure to achieve milestone as per Commissioning Schedule provided above in Article 4.2, JREDA shall have a right to encash the Performance Guarantee in the following manner: (a) For delay up to one month – JREDA will encash 20% of the total Performance Guarantee proportionate to the Capacity not commissioned. (b) For delay of more than one month and up to two months - JREDA will encash 40% of the total Performance Guarantee proportionate to the Capacity not commissioned in addition to BG in clause above. (c) For delay of more than two months and up to three months - JREDA will encash the remaining Performance Guarantee proportionate to the Capacity not commissioned in addition to BG in clause above.	In case of failure to achieve milestone as per Commissioning Schedule provided above in Article 4.2, JREDA shall have a right to encash the Performance Guarantee in the following manner: (a) For delay up to <u>four months</u> – JREDA will encash 20% of the total Performance Guarantee proportionate to the Capacity not commissioned. (b) For delay of more than <u>four months</u> and up to <u>five</u> months - JREDA will encash 40% of the total Performance Guarantee proportionate to the Capacity not commissioned in addition to BG in clause above. (c) For delay of more than <u>five</u> months and up to <u>six</u> months - JREDA will encash the remaining Performance Guarantee proportionate to the Capacity not commissioned in addition to BG in clause above.
	Article 4.5	In case the IPP does not executes PPA with the Discom, the following shall apply: In case the commissioning of project is delayed beyond 3 (three) months, the IPP shall pay to Procurer the Liquidated Damages (LD) at the rate of Rs.1,00,000 per MW per day for the delay in such remaining Capacity which is not commissioned. The amount of liquidated damages worked out as above shall be recovered by Procurer from the payments due to the IPP on account of sale of Hydro power to Procurer. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Guarantee and payment of Liquidated Damages shall be limited to 18 months from the date of signing of PPA. In case of any further delay beyond the	In case the IPP does not executes PPA with the Discom, the following shall apply: In case the commissioning of project is delayed beyond <u>6 (six)</u> months, the IPP shall pay to Procurer the Liquidated Damages (LD) at the rate of Rs.1,00,000 per MW per day for the delay in such remaining Capacity which is not commissioned. The amount of liquidated damages worked out as above shall be recovered by Procurer from the payments due to the IPP on account of sale of Hydro power to Procurer. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Guarantee and payment of Liquidated Damages shall be limited to <u>35 months for projects upto 5 MW, 41 months for projects more than 5 MW and upto 12 MW and 53 months for projects more than 12 MW from the date of signing</u>

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		maximum time period allowed, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Allocated Project Capacity.	<i>of Implementation Agreement.</i> In case of any further delay beyond the maximum time period allowed, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Allocated Project Capacity.																																						
2	Article 4.9	<p>The IPP is required to complete the following milestones on or before the timelines indicated against each of the milestone:</p> <table border="1" data-bbox="379 629 898 1536"> <thead> <tr> <th rowspan="2">Milestone</th> <th colspan="3">Timelines (From the date of signing of the Implementation Agreement)</th> </tr> <tr> <th>For projects with capacity upto 5 MW</th> <th>For projects with capacity more than 5 MW & upto 12 MW</th> <th>For projects with capacity more than 12 MW</th> </tr> </thead> <tbody> <tr> <td>Obtain all Statutory Clearances</td> <td>8 Months</td> <td>8 Months</td> <td>8 Months</td> </tr> <tr> <td>Achieve Financial Closure</td> <td>12 months</td> <td>12 months</td> <td>12 months</td> </tr> <tr> <td>Achieve COD of the Project</td> <td>30 months</td> <td>20 months</td> <td>20 months</td> </tr> </tbody> </table>	Milestone	Timelines (From the date of signing of the Implementation Agreement)			For projects with capacity upto 5 MW	For projects with capacity more than 5 MW & upto 12 MW	For projects with capacity more than 12 MW	Obtain all Statutory Clearances	8 Months	8 Months	8 Months	Achieve Financial Closure	12 months	12 months	12 months	Achieve COD of the Project	30 months	20 months	20 months	<p>The IPP is required to complete the following milestones on or before the timelines indicated against each of the milestone:</p> <table border="1" data-bbox="930 568 1495 1473"> <thead> <tr> <th rowspan="2">Milestone</th> <th colspan="3">Timelines (From the date of signing of the Implementation Agreement)</th> </tr> <tr> <th>For projects with capacity upto 5 MW</th> <th>For projects with capacity more than 5 MW & upto 12 MW</th> <th>For projects with capacity more than 12 MW</th> </tr> </thead> <tbody> <tr> <td>Obtain all Statutory Clearances</td> <td>8 Months</td> <td>8 Months</td> <td>8 Months</td> </tr> <tr> <td>Achieve Financial Closure</td> <td>12 months</td> <td>12 months</td> <td>12 months</td> </tr> <tr> <td>Achieve COD of the Project</td> <td>30 months</td> <td>20 months</td> <td>20 months</td> </tr> </tbody> </table> <p>However, timeline for obtaining the statutory clearances may be increased by 4 months in case of delay in getting clearances on account of valid reasons. Accordingly, the timelines for achieving the Financial Closure and CoD of the project shall also be increased by the same amount.</p>	Milestone	Timelines (From the date of signing of the Implementation Agreement)			For projects with capacity upto 5 MW	For projects with capacity more than 5 MW & upto 12 MW	For projects with capacity more than 12 MW	Obtain all Statutory Clearances	8 Months	8 Months	8 Months	Achieve Financial Closure	12 months	12 months	12 months	Achieve COD of the Project	30 months	20 months	20 months
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**Director,
JREDA, Ranchi**