

Reply to the queries raised by the bidders in Pre-Bid Meeting

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
1.	General Clause		Garhwa, Giridih, Gumla, Khunti, Latehar, Palamu, Simdega and West Singhbhum. Are known to be under Maoist influence. Will the Govt provide support for ensuring law and order for safe execution of the projects and provide special protection – if so required	Government shall provide the necessary support in maintaining law and order
2.	General Clause		RFP has indicated 4% of Free power this needs to be changed to 4% of Net Energy transmitted	Necessary changes in this regard has been made in the RFP documents vide corrigendum dated 06 th January 2017
3.	Implementation Agreement Page 12, S. No. B	<i>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;</i>	Implementation Agreement mentions 14 projects. In RFQ only 13 projects are listed. Please indicate details of the 14th project also	The same was the typo error. Fourteen Projects has been changed to Thirteen projects vide corrigendum dated 06 th January 2017
4.	General Clause		As Per RFP project components are to be constructed as per Govt DPR and within the cost indicated. Could we avoid IPP preparing another DPR and getting TEC clearance for the cost again. Any variation from detailed project report / change in project planning, methodology for implementation, structural changes so as to achieve cost optimization and with maximum generation is allowed or not?	TEC is not required. The Bidder has the flexibility to modify the DPR subject to prudence check and approval by JREDA and meeting the project commissioning timelines as per the Implementation Agreement. For determination of tariff, JSERC will approve the capital cost as per the regulations
5.	Implementation	<i>The IPP is required to complete the following</i>	8 months period given from LOI for	Necessary changes in this

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	Agreement Clause 4.9	<i>milestones on or before the timelines indicated against each of the milestone:</i>	Statutory clearances is not enough especially if Forest clearance is involved. Typically 12 months would be required	regard has been made in the RfP documents vide corrigendum dated 06 th January 2017																			
6.		<table border="1"> <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>36 Months</td> <td>48 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	36 Months	48 Months	Time line given based on the project capacity should start from date of all clearances or at least 12 months from LOI.	Cannot be considered
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8.	Implementation Agreement clause 4.4	<p><i>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:</i></p> <p>(a) <i>For delay up to one month – JREDA will encash 20% of the total Performance Guarantee proportionate to the Capacity not commissioned.</i></p> <p>(b) <i>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.</i></p> <p>(c) <i>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.</i></p>	Penalty for delay in commissioning- 20% of Performance Guarantee upto 1 month; 40% of PG upto 2 months and 100% of PG beyond 2 months is too steep and non-realistic for Hydro projects in Jharkhand. This has to be deleted.	Necessary changes in this regard has been made in the RfP documents vide corrigendum dated 06 th January 2017																			

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9.	Implementation Agreement clause 4.5	<i>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 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>	LD at Rs.1,00,000 per day per MW for delay in commissioning the remaining capacity beyond three months is high considering forfeiture of PG also. This too needs to be deleted.	Necessary changes in this regard has been made in the RFP documents vide corrigendum dated 06 th January 2017
10.	General Clause		Where will be the Tariff meter located? We recommend locating at the Generating switch yard since the status of sub-station and its adequacy for power evacuation could be a problem area.	As per proposed PPA, shall be the 33/11 kV power sub-station of Discom or 132/33 kV grid sub-station of JUSNL. The metering shall be done at this point of Interconnection. All charges and losses up to the Delivery Point shall be borne by the IPP
11.	General Clause		What is the Transmission voltage for each project? – could this be indicated in the broad details. Details of Jharkhand substation / voltage level for connectivity	Please refer DPRs of the respective projects for Transmission Voltage
12.	General Clause		Whether CDM benefit is applicable	Yes, the Bidder can avail the

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			for these projects?	CDM benefits for the said projects as per the applicable JSERC Regulations.
13.	General Clause		What about additional cost if R&R issues are there in case of back submergence?	Since, the projects are based on run of the river scheme, the back submergence has not been envisaged.
14.	General Clause		Whether land required for compensatory afforestation considered wherever it is applicable and cost included in the cost indicated.	Please refer to DPR for details
15.	General Clause		For short term Force Majeure equivalent time extension will be granted. What about cost escalation?- This needs to be clarified	All legitimate cost shall be considered by the Commission for tariff determination
16.	General Clause		For prolonged Force Majeure more than an year before COD, contract termination is envisaged and IPP will get back PG bond and free to demobilize and take back the assets. This is not financially viable. There should be a bought out price formula and the state to take over the assets and the bank loans.	Under the Force Majeure provisions, the conditions are uncontrollable for both the parties and thus, there is no liability in case of either party on the losses incurred
17.	General Clause		If MOEF clearance is involved and the same is delayed beyond one year as is the usual case, can it be covered under Force Majeure clause?	Force majeure events would be as provided in the definition of Force Majeure as per the clause 7.2 of the Implementation Agreement
18.	General Clause		Modification of scheme should be left to the developer.	The Bidder has the flexibility to modify the DPR subject to prudence check and approval by JREDA and meeting the project commissioning

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				timelines as per the Implementation Agreement.
19.	General Clause		The data of 75% dependable year has been considered for energy prediction. Please share the 90% dependable year data, which would be more reliable.	The Bidders are requested to refer to DPRs for the same.
20.	General Clause		Is the cost provided against each project inclusive of transmission line cost. If not how is it considered for execution	Transmission line cost is included in the project cost
21.	General Clause		<p>It is understood in the pre-bid meeting that most of the land required for the projects would be either forest land or other government land. Keeping in view the expeditious implementation of the project it is, therefore suggested that JREDA should acquire land on behalf of the project and all the expenditure on land acquisition shall be borne by the IPP (successful bidder)</p> <p>How is the land, required for the project, handed over to the selected bidder and what is the timeframe considered.</p> <p>Has the land been considered on lease or on outright basis?</p>	Bidder is required to acquire the required land for the project. GoJ and JREDA shall facilitate the process
22.	General Clause		Is there a single window system who could get the required clearances, including the land, for the project	<p>Single Window Clearance exists for all clearances excluding the land.</p> <p>For single window clearance, please refer to the website: http://advantage.jharkhand.gov.in/SingleWindow/</p>

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				The Land Acquisition would be done through Revenue and Land Reforms Department
23.	General Clause		Is the PPA backed by some kind of guarantee	Payment Security is proposed to be provided in the form of Letter of Credit
24.	RfP clause 5.3.1	<i>5.3.1 The 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>	Is Technical requirements mentioned applicable for power projects undertaken by the company or any infrastructure projects undertaken	Technical requirements can be met by any infrastructure projects in accordance with the clause 5.3.1 of the RfP.
25.	General Clause		In case of a dam foot or canal based projects, is govt providing any guarantees for the water availability – i.e. water will not be diverted for other purposes. Are future uses of flow on the upstream side adequately considered and such guarantee is given by the government	Yes, any project planned in future shall consider existing projects, also, taking clearance from respective department is the kind of assurance that respective department is aware of the project and due care shall be taken in future planning, if any
26.	General Clause		Is Cost to the bidders for submitting limited to the projects he bids for	Yes
27.	RfP clause 4.3.5	<i>4.3.5 The Part III shall contain the duly Quoted & digitally signed Bill of Quantity (BoQ) in the file supplied by JREDA in .xls/.pdf format shall be uploaded.</i>	Clause 4.3.5 says that, “the Part III shall contain the duly Quoted & digitally signed Bill of Quantity (BoQ) in the file supplied by JREDA in .xls/.pdf format shall be uploaded” Could not understand this clause	The Bidder is required to quote the free power in .xls/.pdf format
28.	RfP clause 7.5.1 Connectivity of the projects with the GRID	<i>The project should get connected with the Power Substation or Grid Substation of Discom / STU. The responsibility of getting connectivity with the transmission system will lie with the IPP. The IPP shall be required to obtain an “in-principle” approval</i>	IPP cannot undertake this since analysis is already done by the Govt of Jharkhand	Please refer to DPR for connectivity of the plant with Power Substation or Grid Substation of Discom / STU. The bidder may modify the

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		<i>from the Discom / STU (as the case may be) regarding the proposed evacuation arrangement that is to be constructed by the IPP</i>		scheme of connectivity of project with Grid subject to approval by JREDA and meeting the project commissioning timelines as per the Implementation Agreement. Moreover, for construction of evacuation network, due approval shall be obtained by IPP from STU/Discom (As the case may be)
29.	RfP clause 7.5.2	<i>The projects should be connected with the Power Substation (Distribution Network) / Grid Substation (Transmission Network) as per the relevant regulations of the Central Electricity Authority. The IPP may use the existing substation or inject into the distribution network for better utilization of the available infrastructure. The IPP shall first explore the possibility of connecting to the Power Substation and only in case of its inability to connect to the Power Substation due to any constraint it may consider the option of injecting power into Grid Substation.</i>	How is the cost covered in this change of condition?	Please refer to DPR for connectivity of the plant with Power Substation or Grid Substation of Discom / STU along with the associated cost.
30.	RfP clause 7.6.1	<i>The IPPs are encouraged to provide recreational/amusement facilities in the site area and generate additional revenue. The benefit of such revenue shall be shared between the IPP and the concerned department of the Government of Jharkhand as per the discretion of the Government of Jharkhand.</i>	What additional facilities are considered? How to know about the existing setup of alternative facilities? It seems that certain projects are purposed for development of tourist spot, Did JREDA conduct any survey or having any list of the existing facilities? Has any prior clearance from ministry of tourism / Jharkhand tourism department obtained or not?	The bidders are requested to undertake their own due diligence for any additional facility / activity other than Hydro Electric Projects within the boundary of the project.

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31.	General Clause		Please provide the small hydro tariff as per JSERC Policy	The Regulations for determination of tariff for Small Hydro Plants are available on the JSERC website
32.	General Clause		If contractor can sell the power outside the state or third party in that case what in the discom charges. Kindly provide the tentative rate for work out purpose	Please refer to the Open Access Regulations of JSERC
33.	RfP clause 7.4.2	<p><i>7.4.2 In case where the IPP chooses NOT to supply the power to Discom, the royalty/free power will be settled in the monetary terms as the revenue equivalent to the percentage of free power at the tariff determined on the basis of applicable regulations promulgated by the Hon'ble Commission, in the following manner:</i></p> <p><i>The IPP would deliver such % of power to Discom which is equivalent to the sum of mandatory minimum of 4% and the % of Free Power quoted by the Successful Bidder in the bid submitted in response to the RfP.</i></p>	If bidder is quoted 3% free power, means total free power - 4% + 2% and +3%.	<p>If the bidder quotes 3% free power then its total liability becomes 4% + 3% = 7%</p> <p>Mandatory minimum of 4% free power is inclusive of 2% contribution towards LADF</p>
34.	General Clause		We request to provide the transmission line rate as per JBVNL/JUSNL for calculation purpose	DPR has been prepared based on JBVNL / JUSNL standard rates. Any variation in the rates thereof should be verified with JUSNL / JBVNL
35.	General Clause		We understand that the PPA rate shall lock for entire 35 years of agreement and same the free power also. No rate will change in entire 35 years of agreement. Kindly confirm	Tariff shall be determined by JSERC as per the applicable JSERC regulations
36.	General Clause		What is the role of JREDA? Would we get any help from JREDA and if any delay happened due to this, then what	Please refer to the Implementation agreement for roles and responsibilities of

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			is the policy. If land shall be provided by JREDA/GOJ to develop the project then what is the land cost or land shall be provided on lease basis. Please confirm	JREDA. Bidder is required to acquire the required land for the project. GoJ and JREDA shall facilitate the process. The circle rate of land is available at the website: http://jharbhoomi.nic.in/
37.	General Clause		Any guidelines for maintenance of the projects	The same shall be as per the applicable JSERC Regulations
38.	General Clause		If water quantity decrease for any of the reason mentioned in the clause, is there any compensation plan?	No change in RfP provisions
39.	General Clause		Is anywhere rehabilitation is required? What is the GoJ scheme for such rehabilitation?	Please refer to DPR for rehabilitation details. For GoJ schemes please refer to "Jharkhand Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2015."
40.	General Clause		Regarding environmental clearance, what support JREDA will provide. Has JREDA conducted any preliminary survey to ensure that there shall not be any environmental rule violation	Compliance to rules and responsibilities is the responsibility of the developer. JREDA shall facilitate for the same
41.	General Clause		Dumping of excavated material, location should not be far from site	Please refer to DPR for dumping of excavated material
42.	General Clause		What is the Price Level considered for the project cost estimate?	Please refer to DPR for price level for project cost estimate
43.	General Clause		Any water cess applicable to be paid to Water Resource Department / Irrigation department for utilization of	At present there is no Water Cess applicable to Small Hydro power projects. However in

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			power. If applicable, provide the applicable rate for Water Cess Payment.	future, if the State or Water Resource Department of Jharkhand issues new guidelines or regulations with respect to Water Cess, then the same shall be payable by the Bidder/Developer/IPP.
44.	General Clause		Cost incurred on obtaining various clearances from Government Department is reimbursable on actual basis or not?	Cost incurred on obtaining various clearances from Government Department would not be reimbursed by the Government. The same may be a part of the capex subject to approval of the same by JSERC
45.	General Clause		Increase in project cost over and above the DPR cost will be passed on to the tariff, while finalization of PPA / Tariff on actual Project Cost to completion or not?	The Project Cost shall be approved by JSERC for the purpose of tariff determination
46.	General Clause		In case of non-implementation / cancellation of the allotment due to public / political / Legal Problem. Security / EMD will be returned back from JREDA without any delay in governmental or procedural delay for want of settlement of case	Upon cancellation of allocation, the EMD would be returned after issuance of letter of cancellation.
47.	General Clause		Is there labour law in existence in Jharkhand, like certain percentage of local employee must be hired	The bidders are requested to undertake their own due diligence for the same
48.	General Clause		If transmission line is passing through private land, what is the current rule in Jharkhand, what support we would get from JREDA?	The Bidder is required to make his own arrangement for getting Right of Way and other clearances and the same shall

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				be done as per applicable JUSNL norms. JREDA shall facilitate the bidder in this regard
49.	General Clause		Can one party quote all the packages?	Yes, the Bidder is free to quote the free power (over and above the mandatory minimum of 4%) for any number of projects.
50.	General Clause		Can all the packages be awarded to single party or not?	Yes, all the projects can be awarded to a single party subject to meeting of eligibility requirement by the bidder
51.	General Clause		All Land Acquisition and necessary clearances & approvals from different Government Departments required for development of projects shall be arranged by the client	Bidder is required to acquire the required land for the project. GoJ and JREDA shall facilitate the process Moreover, Single Window Clearance exists for all clearances excluding the land For single window clearance, please refer to the website: http://advantage.jharkhand.gov.in/SingleWindow/
52.	General Clause		Please provide river hydrological report	Please refer to DPR for river hydrology related information
53.	General Clause		Any fund / equity shall be provided by client	The equity / funds contribution from the government is not envisaged.
54.	RfP Clause 7.5.1	<i>The project should get connected with the Power Substation or Grid Substation of Discom / STU. The responsibility of getting connectivity with the transmission system will lie with the IPP. The IPP shall be required to obtain an "in-principle" approval</i>	Grid connectivity shall be done by bidder or client	The developer is responsible for getting connectivity with the transmission system / GRID.

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		<i>from the Discom / STU (as the case may be) regarding the proposed evacuation arrangement that is to be constructed by the IPP.</i>		
55.	General Clause		Site visit request	The Bidders are required to make their own arrangement for site visits. JREDA may facilitate the bidders in conducting the site visits.
56.	General Clause		What are the various incentives available to the private sector to set up small hydro projects?	The bidder is required to conduct his own due diligence for various incentives available to private sector to set up small hydro projects.
57.	General Clause		Due to change in the procedure for selection of successful bidders, it is ok to withdraw from bidding without any additional financial bindings due to change in procedures.	Any change in the selection procedure or terms and conditions of RfP shall be made and issued to the bidders well before the bid deadline. After the Bid Submission, no change shall be made in the RfP and procedure for selection of bidder. In case the Bidder withdraws the Bid after the bid deadline, the Bid Bond of the bidder shall be forfeited.
58.	General Clause		It is one sided signing document Non-Financial Bid Documents (S. No. 4.3.3)	The Bidder is required to submit a copy of RfP, Implementation Agreement and PPA duly signed by Authorized Signatory as a token of acceptance of all the terms and conditions of the RfP, IA & PPA.

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59.	General Clause		Better to specify exact requirement of other document in Non-Financial Bid Documents (S. No. 4.3.3).	The Bidder is required to submit the documents as required under the RfP and as deemed necessary for determination of his qualification.
60.	General Clause		Implementation agreement signing is part of RfP document?	Implementation Agreement is a part of the RfP (provided in Annexure 21). As a part of the Bid, the bidder is required to provide a signed copy of RfP as well as Implementation Agreement as a token of acceptance of its terms and conditions. Upon selected as a successful bidder, the successful bidder is required to execute the Implementation Agreement with JREDA.
61.	General Clause		As per S. No. 4.21.7 the BG will be returned within 30 days of signing of IA with the successful bidders, in-case the signing of IA gets delayed then the BG refund to unsuccessful bidders will be delayed, the bidder is of the view that the BG for unsuccessful bidders shall be returned irrespective of signing of IA??	No change in this regard shall be considered
62.	General Clause		How JREDA is estimating the penalties and its basis.	These are standard benchmark processes being followed in these kind of projects
63.	General Clause		What is the necessity to sign and enclose the implementation agreement along with RfP, without LOI and to be	The signed copy of Implementation Agreement along with the bid is a token of

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			signed once will get LOI.	acceptance of terms and conditions of Implementation Agreement by the bidder. In, Clause 4.3.3 of the RfP, <i>"RfP documents including Implementation Agreement (Provided in Annexure 21) duly signed as a token of acceptance"</i> may be changed to <i>"RfP documents including Implementation Agreement (Provided in Annexure 21) duly initialed by the authorized signatory as a token of acceptance"</i>
64.	General Clause		Unconditionally at least reasons to be indicated & are to attributable. (Page No 62)	These are part of the standard bidding practices
65.	General Clause		Under which conditions JREDA having rights to invoke the BG. Before that at least JREDA has to send one prior notice with reasons with time frame to settle the issue with 15 days as notice.	BG shall be invoked as per the provisions of RfP
66.	RfP Annexure 14		Annexure 14, as per RfP bid submission allowed without any changes/ amendment. Then what is requirement of this annexure.	As per the RfP. The bid submitted by the bidder shall be unconditional in nature. The queries / suggestions (if any) has to be sent to JREDA by the bidders in the format as prescribed in Annexure 14 of RfP.
67.	General Clause		To review the concern of IPP to JREDA to get the payment.	Query not relevant

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68.	General Clause		What is present Hydro power tariff in Jharkhand state? As per JSERC.	The Hydro Power Tariff shall be as per the applicable JSERC regulations.
69.	RfP Clause 6.7	<i>The IPP shall not have any objection to the development of upstream or downstream hydro power projects including development / diversion of water for irrigation, flood control/ water supply etc. projects being/ to be developed by the GoJ or any of its agencies, provided however, the GoJ will ensure uninterrupted flow of water discharge to the extent as must have been earmarked and indicated in the design discharge by the GoJ and/or as may be permitted under clearances to be issued by the concerned Government departments.</i>	Limitations on flow and business opportunity loss due to same.(Page 17)	Any project planned in future shall consider existing projects, also, taking clearance from respective department is the kind of assurance that respective department is aware of the project and due care shall be taken in future planning, if any
70.	General Clause		Is there any forest land involved in any project? Project wise forest land usage along with extent of area.	Some projects may be having forest land and any clearance regarding the same from Environmental and Forest Department to be obtained by the IPP
71.	General Clause		Minimum flow subject what level of dam/Barrage?	The projects are run of the river type and for further information, the bidders are suggested to refer DPRs
72.	General Clause		Is there any project identified under Exempt category. List may provide accordingly.	No project as specified in RfP has been identified under exempt category by JREDA.
73.	General Clause		Needs to indicate the radius with limits from power house building.	Please refer to DPR for the same
74.	RfP clause 4.21.3	<i>4.21.3 Performance Guarantee @ Rs. 7.5 Lacs/MW shall be submitted by the successful Bidder at the time of acceptance of LOI for each Project in the favour of JREDA. The said Performance Guarantee shall remain valid till three (3) months from the date of</i>	Bank Guarantee of INR 7.5 Lakh /MW may be revised to be read as Bank Guarantee @ INT 7.5 Lakh/MW shall be submitted in "favour of JREDA" by successful bidder at the	Cannot be considered

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		<i>CoD of the Project.</i>	time of approval of DPR or on obtaining all statutory clearances for implementation of land acquisition, whichever is late. The said performance guarantee shall remain valid till three (3) months from the date of CoD of the project	
75.	General Clause		Commissioning schedule of the projects shall be reckoned from the date of obtaining all statutory clearances instead of date of signing of Implementation Agreement	Cannot be considered
76.	General Clause		Duly approved format of PPA specifying duration, terms and conditions of payment against sale of power are required to be finalized atleast 20 days before the online bid submission date	The PPA duly approved by JBVNL has been uploaded on the website along with the corrigendum.
77.	General Clause		Determination of tariff and the regulations for finalizing the cost of the project may be passed on to the bidders along with the duly approved format for facilitating the bidders	The Bidders may refer to JSERC website for Small Hydro Tariff Regulations
78.	General Clause		Is the determination of tariff based on the actual cost of the project and policy in JERC regulations	All legitimate cost shall be considered by the Commission (after prudence check) for tariff determination in accordance with the applicable JSERC Regulations
79.	General Clause		Any other incentives for FDI in case of foreign bidders may be clearly specified.	The bidders are requested to undertake their own due diligence for the same
80.			Why 2% of the Free Power is required to be contributed towards Local Area	Contribution towards Local Area Development Fund is a

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			Development Fund.	part of SHP Policy Guidelines. Contribution of 2% free power towards Local Area Development Fund would help in the development of local area where the SHP is proposed to be constructed.
81.	General Clause		Whether the total free power obligation (4% mandatory minimum + that quoted by the Bidder) would be locked for the entire contract period i.e. 35 years from CoD.	Yes, the bidder is required to comply with the total free power obligation for each year of the contract period i.e. 35 years from CoD
82.	General Clause		Though there is a timeline of execution of Implementation Agreement between the Selected Bidder and JREDA, there is no timeline provided for execution of PPA by JBVNL with IPP. A provision should be provided in RfP / Implementation Agreement for time bound execution of PPA by JBVNL with IPP.	Upon receipt of confirmation by Developer for going ahead with PPA with JBVNL, the PPA shall be executed between the developer and JREDA post receipt of confirmation within 3 (Three) months from the date of signing of Implementation Agreement.
83.	General Clause		Will the PPA be approved by the JSERC prior to the RfP submission?	PPA shall not be approved by JSERC prior to the bid submission. However, PPA would be approved by JSERC along with the petition for approval of tariff to be submitted by Developer and same shall be the obligation of the developer
84.	RfP Clause 7.3.1	<i>7.3.1 The entire power shall be purchased by Jharkhand Discom and necessary steps shall be taken to have a binding arrangement between the project and Discom. The said arrangement shall be backed by</i>	The SHP projects shall be operated on "Must Run" states. What is the definition and meaning of "Must Run Status"	The SHP projects are not subject to merit order obligation and shall be dispatched whenever available.

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
		<i>proper security mechanisms like Escrow and Letter of Credit. Also these projects being renewable energy projects shall have a must run status. The electricity shall be purchased by Discom at a tariff determined by JSERC as per prevailing regulations.</i>		This is obligation on part of JBVNL to procure the power from SHPs whenever they are available for generation.
85.	RfP Clause 7.3.1	<i>7.3.1 The entire power shall be purchased by Jharkhand Discom and necessary steps shall be taken to have a binding arrangement between the project and Discom. The said arrangement shall be backed by proper security mechanisms like Escrow and Letter of Credit. Also these projects being renewable energy projects shall have a must run status. The electricity shall be purchased by Discom at a tariff determined by JSERC as per prevailing regulations.</i>	In case of non-availability of water and machine, will the plant still come under 'Must Run' status?	The plants will be considered under "Must Run" status only in case of availability of water and machine.
86.	General Clause		What is the process for obtaining the clearance from irrigation department?	The clearance from Water Resource Department will be done through Single Window Clearance system. For single window clearance, please refer to the website: http://advantage.jharkhand.gov.in/SingleWindow/
87.	General Clause		Whether any clearance from the Government of India is also required to be obtained?	The bidders are requested to undertake their own due diligence for the same
88.	General Clause		What is the number of years for which the hydrology data has been collected for the said 13 SHP sites.	The hydrology data for the said 13 sites has been collected for more than 20 years.
89.	General Clause		Whether the planned future projects in Upstream and Downstream has been considered while preparing the DPR for the projects.	Yes, as applicable, taken care off.
90.	General Clause		What about the possible reduction of water availability in the future on	Yes, any project planned in future shall consider existing

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
			account of the future upstream projects and enquired about the possible measures to be taken up by JREDA / Government of Jharkhand.	projects, also, taking clearance from respective department is the kind of assurance that respective department is aware of the project and due care shall be taken in future planning, if any.
91.	General Clause		Whether the location for various components of projects can be shifted in case the cost optimization and operational efficiency can be achieved on account of it.	Only fine tuning for the components location permitted with approval from JREDA.
92.	General Clause		There is gradual decrease in generation owing to degradation in the capacity of the plant due to normal wear and tear and whether the same will be considered by JREDA.	Proper maintenance of plant would not lead to any degradation to the capacity of the plant, however, if such condition arises, developer shall be responsible to make good of it.
93.	RfP Clause 4.5.3	<i>4.5.3 In the financial format, Annexure 13(B), the Bidder is also required to indicate the name of the projects in the order of priority.</i>	In Financial Bid, why the priority list of the projects for which the Bidder is submitting the Financial Quote (in terms of Free Power) is required to be submitted by the Bidder.	The bidder is required to provide the priority list of the projects for which they are quoting for so that in case if the bidder quotes highest free power for aggregate capacity higher than what he is eligible for, then the bidder will be awarded the projects based on the priority order subject to the maximum capacity the bidder is eligible for. It is clarified that the Bid Variable is Free Power only and the bidder would be selected only on the basis of quoted free power. Priority List

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
				is only ment for the purpose of allotment of projects when the capacity for which the quoted free power is more than the eligible capacity.
94.	RfP clause 4.5.3	4.5.3 <i>In the financial format, Annexure 13(B), the Bidder is also required to indicate the name of the projects in the order of priority.</i>	It is requested to remove the provision of submitting the priority list for the quoted projects and the Bidder should be allowed to quote for the projects only for the aggregate capacity for which he is technically and financially eligible.	Cannot be considered
95.	General Clause		What if the developer procures "best" machines (may be imported) and the Capex is increased significantly as compared to the DPR estimated costs?	All legitimate cost shall be considered by the Commission for tariff determination
96.	Implementation Agreement clause 7.2	7.2 <i>Subject to Section 6.6, Force Majeure shall mean any of the following events which is beyond the reasonable control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event</i> <i>(a) Earthquake, flood, inundation and landslide;</i> <i>(b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric/ climatic disturbances;</i> <i>(c) Fire caused by reasons not attributable to the Developer or any of the employees, Developers or agents appointed by the Developer for purposes of the Project;</i> <i>(d) Acts of terrorism;</i> <i>(e) Strikes, labour disruptions or any other industrial disruptions not arising on account of the</i>	The Bidders suggested that events on account of Terrorism and Naxalite should also be included in Force Majeure.	As per the clause 7.2 of the Implementation Agreement, "Act of Terrorism" is a part of Force Majeure event. In addition to the above, in order to maintain the law and order. Government shall provide the necessary support to the developers.

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
		<p><i>acts or omissions of the Developer or its assignees</i></p> <p><i>(f) Action of a Government Agency having Material Adverse Effect including but not limited to</i></p> <p><i>(g) Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Developer's or its assignees rights in relation to the Project</i></p> <p><i>(h) Any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Developer or its assignees in any proceedings which is non-collusive and duly prosecuted by the Developer, and</i></p> <p><i>(i) Any unlawful, unauthorised and without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Developer's or its assignees breach or failure in complying with the Project requirements, Applicable Laws, Applicable Permits, any judgements or orders of a Governmental Agency or of any concession by which the Developer or its assignee may be bound.</i></p> <p><i>(j) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, military action, civil war, ionising radiation, contamination by volcanic eruptions, any failure or delay of a sub-Developer caused by the events mentioned in this sub-clause for which no offsetting compensation is payable to the Developer by or on behalf of the sub-Developer.</i></p>		
97.	General Clause		Whether there is any requirement of installing SCADA system in the projects.	IPP may be required to install SCADA for metering purpose as per the applicable CEA guidelines for the same.
98.	General Clause		What are the charges to be levied by	Please refer to the relevant

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
			Discom and Transco in case the Bidder opts to sell the power to the third party within or outside the State other than JBVNL?	tariff for JBVNL and JUSNL for Open Access and Wheeling Charges as issued by JSERC from time to time based on the applicable regulations.
99.	Implementation Agreement clause 5.6(C). RfP clause 7.5.3,	<i>The requisite arrangement for the evacuation of the power from the generation plant to the allocated Interconnection Substation shall be developed by the IPP. The Government of Jharkhand shall reimburse the cost of such construction of power evacuation facilities from the project's generator switchyard to the interconnection point (injection point), up to a maximum length of 10 kms at the rates determined by JUSNL/JBVNL and such reimbursement shall not be considered for determination of tariff by both the parties. The cost of evacuation infrastructure beyond a distance of 10 kms, shall be borne by the IPP.</i>	If the Transmission line cost reimbursement is available to developers who opt to sell power to third parties within or outside Jharkhand?	Transmission Line Cost reimbursement upto a distance of 10 kms is applicable for the developers of all the 13 Small Hydro Electric Plants
100.	General Clause		The Bidders enquired that whether the carbon credit subsidy is applicable to the bidders for the said SHP projects?	The Bidders are eligible for CDM benefits as per the applicable JSERC Regulations
101.	General Clause		The Bidders enquired whether any water royalty is required to be paid to any department of Government of Jharkhand.	At present there is no Water Royalty applicable to Small Hydro power projects. However in future, if the State or Water Resource Department of Jharkhand issues new guidelines or regulations with respect to Water Royalty, then the same shall be payable by the Bidder/Developer/IPP.
102.	General Clause		DPRs for the projects should be made available to the bidders and the fees for the same should be charged during the submission of the bid.	Cannot be considered. The Bidders are required to procure the DPRs from JREDA office

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
103.	General Clause		What is the status of Road connectivity to the projects?	The Road Connectivity Details are provided in Annexure 1. The Bidders are also recommended to conduct the site visits for better understanding of the project.
104.	General Clause		Road connectivity is not available to all the Projects. Whether the cost of Land & Road is considered in Project cost is not clear?	Cost of land and road has been considered. Please refer to DPRs for the same
105.	General Clause		What is the availability of Construction materials like aggregate, sand, cement at the project sites?	Aggregates may be procured from nearby queries after getting tested from labs and cement needs to be procured from authorized agencies.
106.	General Clause		Have the cost of Land taken into consideration in the estimated project cost and if yes, has the Land been identified and any case for forest land diversion prepared, please provide details of Private, Govt. & Forest Land involved. What are the rates for Govt. Land?	Please refer to DPRs of the respective projects for land related information. The circle rate of land is available at the website: http://jharbhoomi.nic.in/
107.	General Clause		Is there any special condition for acquiring Land falling in tribal area or belonging to tribal people?	The land related to the tribal people shall be acquired as per the applicable government rules and acts.
108.	General Clause		Are the G&D stations located nearby Projects and if yes please provide the details. If G&D site is not available, what is the basis of hydrology & Power potential / installed capacity?	Please refer to the DPRs for the same. Moreover G & D site needs to be established at project site by the developer after the award of the project immediately.

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
109.	General Clause		Availability of substation of requisite capacity for these SHEPs is not clear. Please provide availability & Capacity of substations for SHPS?	Please refer to DPRs for the same. The Bidders may also contact JBVNL / JUSNL for the same.
110.	General Clause		Is MNRE subsidy for SHEPs taken into account?	The MNRE subsidy shall be applicable as per MNRE Policy.
111.	RfP clause 7.8.1	<i>Commissioning Schedule: The Project shall be commissioned as per the following timelines from the date of signing of Implementation Agreement between the Successful Bidder and JREDA.</i> <i>(a) Within 30 (Thirty) months for projects with capacity upto 5 MW;</i> <i>(b) Within 36 (Thirty Six) months for the projects with capacity more than 5 MW & upto 12 MW; and</i> <i>(c) Within 48 (Forty Eight) months for the projects with capacity more than 12 MW</i>	Does the implementation period as per clause 7.8.1 also include the time required for Land acquisition and diversion of forest land? If yes, what is the time frame considered for such activity? In case of delay of the above, what are the consequences?	Yes, the Implementation Period is inclusive of the time required for Land Acquisition and diversion of forest land
112.	General Clause		What is the time frame for various clearances for SHPs in Jharkhand state through Single window method?	The Bidder is requested to refer to the Directorate of Industries for the same For single window clearance, please refer to the website: http://advantage.jharkhand.gov.in/SingleWindow/
113.	General Clause		Does Jharkhand have published feed in tariff for small hydro projects? What is the tariff? The Tariff it is not clear in Jharkhand Gazette published 8th Dec 2016?	In the Jharkhand Gazette, JSERC has outlined the methodology and regulations for computation of hydro tariff. However, no generic feed in tariff has been provided in the regulation.
114.	General Clause		What is the Procedure for getting Blasting License for the projects	The Bidder is requested to refer to the Single Window of the

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
			considering that some projects comes under Sensitive zone.	Directorate of Industries for the same For single window clearance, please refer to the website: http://advantage.jharkhand.gov.in/SingleWindow/
115.	General Clause		Does the project construction period sync with the Transmission line construction period? What about clearances and Land issues, DPRs for transmission line, if it has to be constructed?	Yes, the Commissioning Schedule is inclusive of the Transmission Line construction period
116.	General Clause		What are the prevailing lease rent charges / Land cost prevailing in the Project Area	The circle rate of land is available at the website: http://jharbhoomi.nic.in/
117.	General Clause		What are the wheeling charges / Transmission Losses payable / Metering Point at power house end or substation end	The Bidders may refer to the Tariff Orders on JSERC Website for various charges / losses
118.	General Clause		Have JREDA / consultant calculated the project payback period time?	The Bidder is requested to refer to DPR for the same
119.	General Clause		What are the prevailing open access regulations / procedures / charges	The Bidder is requested to kindly refer to JSERC / CERC websites for applicable Open Access regulations / procedures / charges
120.	General Clause		What is the Accuracy of Hydro Logical Data Recorded	For hydrological data, world-wide accepted standard procedures have been adopted
121.	General Clause		Source of Basic Data Collection / Hydrological / Rainfall Data / Catchment Area / Run-off data / Assessment of project Components	The Bidder is requested to refer to DPRs for the same

S. No.	Reference Clause	Existing Provision	Bidder's Query Suggestion	JREDA's Response
122.	General Clause		What is the Approach / Accessibility too Project Proposed Location / Heavy Equipment / Transportation upto project	The Bidder is requested to carry out the site visit for better assessment.
123.	Implementation Agreement Clause 6.14	<i>"The IPP shall ensure such minimum flow of water immediately downstream of the weir/barrage/dam for downstream requirements as specified in the environmental clearance issued by the "GoJ"</i>	What is the State Govt.'s criteria/guideline as regards to the percentage of discharge which has to be released as minimum flow?	The developer shall have to check with the Water Resource Department of Jharkhand regarding the criteria/guideline for the percentage of discharge which has to be released as minimum flow.

Annexure 1 – Road Connectivity Details

No.	Name of the Project	Capacity	Road Access Network
1	Sita Fall Mini Hydro	700 KW	<p>Utilization of Existing Highway – <u>State Highway, SH-2: Ranchi-Purulia Road</u> An existing state highway SH-2 connects Ranchi - Purulia. The project site can be accessible from Amrud Bagan village, which is located along the SH-2. Amrud Bagan village is at a distance of 35 km from Ranchi.</p> <p>Project Roads - From Amrud Bagan village, existing road connects to the project site for a distance of 7 km, which need improvement. The approach road to the diversion site and power house site are to be constructed.</p>
2	Jonha Mini Hydro	1 MW	<p>Utilization of Existing Highway – <u>State Highway, SH-2: Ranchi-Purulia Road</u> An existing state highway SH-2 connects Ranchi - Purulia. The project site can be accessible from Amrud Bagan village, which is located along the SH-2. Amrud Bagan village is at a distance of 35 km from Ranchi.</p> <p>Project Roads – From Amrud Bagan village, existing road connects to the project site for a distance of 5 km, which need improvement. The approach road to the diversion site and power house site are to be constructed.</p>
3	Arki	1.50 MW	<p>Utilization of Existing Highway – <u>National Highway, NH-75: Ranchi to Khunti</u> District headquarters, Khunti is approachable form Ranchi through NH-75 which connects Gwalior in Madhya Pradesh to Parsora in Odisha. The distance between Ranchi and Khunti is about 35 km.</p> <p><u>Khunti-Tamar Road</u> From Khunti, the project site is accessible through road connecting to Tamar up to Anridih village, which is at a distance of 10 km from Khunti.</p> <p>Project Roads – From Anridih village, an approach road needs to be constructed to access the diversion site at a distance of 1.5 km. The approach road to the diversion site and power house site are to be constructed.</p>
4	Sugabandh Stage-I	4.50 MW	<p>Utilization of Existing Highway – From Ranchi, the project area is accessible through Ranchi - Lohardaga –Ghaghra – Garu - Hudugara road (189 km) which is in good condition.</p>

No.	Name of the Project	Capacity	Road Access Network
			<p>Project Roads – From Hudugara, existing village road connects to the project site for a distance of 1 km, which needs improvement. The approach road to the diversion site and power house site are to be constructed.</p>
5	Sugabandh Stage-II	4.50 MW	<p>Utilization of Existing Highway – From Ranchi, the project area is accessible through Ranchi - Lohardaga –Ghaghra – Garu - Baresanr road (185 km) which is in good condition.</p> <p>Project Roads – From Baresanr, existing village road connects to the project site for a distance of 8 km, which need improvement. The approach road to the diversion site and power house site are to be constructed.</p>
6	Dasham Fall Small Hydro	6 MW	<p>Utilization of Existing Highway – <u>National Highway, NH-33</u> An existing national highway NH-33 connects Barhi – Ranchi – Jamshedpur - Bahargora. The project site can be accessible form Taimara village or Bundu, which are located along the NH-33. Taimara village is at a distance of 30 km from Ranchi whereas Bundu is located at a distance of 42 km from Ranchi. Along this NH-33, Jamshedpur is at a distance of 87 km from Bundu.</p> <p>Project Roads – From Taimara village, existing bituminous road connects to the project site for a distance of 10 km. Further, this road is connected to Bundu, which is located at a distance of 17 km from project site. The approach road to the diversion site and power house site are to be constructed.</p>
7	Manoharpur Small Hydro	8 MW	<p>Utilization of Existing Highway – The project site is located in Manoharpur Block of West Singbhum District. The Manoharpur is about 146 Kms from Ranchi on the National Highway up to Khunti and thereafter on PWD road. The proposed diversion structure is located near village Samij which is approachable by link road of about 10 Kms from Manoharpur. The proposed project is located on the right bank of the South Koel River.</p> <p>Project Roads – All components of the project are located at a single location near the Barrage site. Therefore only a permanent access road of about 500m long to reach the barrage site and the power house shall be provided on the right bank of the river from Samej village.</p>
8	Basiya Small Hydro	9 MW	<p>Utilization of Existing Highway –</p>

No.	Name of the Project	Capacity	Road Access Network
			<p><u>National Highway, NH-75</u> An existing national highway NH-75 connects Ranchi–Khunti-Chaibasa. The project site can be accessible from Dochutoli village, which are located along the NH-75. Dochutoli village is at a distance of 120 km from Ranchi whereas Basiya is located at a distance of 94 km from Ranchi.</p> <p>Project Roads – From Dochutoli village, existing kuchha road connects to the project site for a distance of 4 km. The approach road to the diversion site and power house site are to be constructed.</p>
9	Hundru Tailrace Small Hydro	11 MW	<p>Utilization of Existing Highway – <u>State Highway, SH-2: Ranchi-Purulia Road</u> An existing state highway SH-2 connects Ranchi–Purulia. The project site can be accessible from Angara village, which is located along the SH-2. Angara village is at a distance of 25 km from Ranchi.</p> <p>Project Roads – From Angara village, existing road connects upto the Hundru Fall for a distance of 20 km, which need improvement. The approach road to the diversion site and power house site are to be constructed from the Hundru Fall location.</p>
10	Torpa Small Hydro	13 MW	<p>Utilization of Existing Highway – The project site is located in Torpa Block of Ranch District. The Torpa village is on the National Highway and is approachable from Ranchi via Khunti. The total distance from Ranchi to Torpa is about 70 Kms. The proposed diversion structure is located near village Lohajimi which is approachable by link road of about 22 Kms from Torpa and is situated on the left bank of river Karo. There is another village near proposed power house named village Jalasar. The Jalasar village is approachable by another link road from Torpa. The link road is about 25 Kms from Torpa. The main access to Power house is proposed from this link road.</p> <p>Project Roads – <u>Approach to Diversion site</u> A project road of about 500m long shall be provided from right bank side of the existing bridge. From this project road the proposed sites of diversion, intake, desilting tank, and collection chamber and tunnel inlet shall be approached for construction. <u>Approach to Tunnel outlet and surge shaft</u> A project road measuring about 1.5 kms shall be provided from village Jhiling for the construction of tunnel outlet, surge tank and other works.</p>

No.	Name of the Project	Capacity	Road Access Network
			<u>Approach Road to Power House and Residential Buildings</u> The power house shall be approached by constructing permanent road of about 2.5 Kms long from Jalasar.
11	Kurdeg Small Hydro	21 MW	Utilization of Existing Highway – From Ranchi, the project area is accessible through NH-23 till Thethaitangar (160 km). From Thethaitangar, project is accessible through Thethaitangar - Bolba Road till Bolba (23 km). Project Roads – From Bolba, existing road connects to the project site for a distance of 5 km, which need improvement. The approach road to the diversion site and power house site are to be constructed.
12	Raidih Small Hydro	23 MW	Utilization of Existing Highway – From Ranchi, the project area is accessible through Ranchi-Gumla road and NH 78 till Raidih (112 km). From Raidih, project is accessible through Raidih - Kondra Road till Kondra (20 km). Project Roads – From Kondra, existing road connects to the project site for a distance of 1 km, which needs improvement. The approach road to the diversion site and power house site are to be constructed.
13	Thethaitangar Small Hydro	24 MW	Utilization of Existing Highway – From Ranchi, the project area is accessible through NH-23 till Simdega. From Simdega, project is accessible through Simdega - Rengari Road. Project Roads – From Rengari, existing road connects to the project site for a distance of 7 km, which need improvement. The approach road to the diversion site and power house site are to be constructed.

Sd/-
Director,
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