

Bid Notice No 07/GM(CDH&NP)/UJVNL/2023-24

RFQ-cum-RFP Document

Ralam Baisaini Udiyar Small HEP 16 MW in Goriganga Valley, District

Pithoragarh

“On Build, Own, Operate and Transfer (BOOT) Basis”



Bid Invited By
General Manager (CDH&NP),
UJVN Limited
Maharani Bagh, GMS Road,
Dehradun- 248001

October , 2023

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Abbreviation

1. "BG" means Bank Guarantee,
2. "BOT" means Build, Operate and Transfer,
3. "CDM" mean Clean Development Mechanism,
4. "DPR" means Detailed Project Report,
5. "EPC" means Engineering Procurement and Construction,
6. "GoU" means Govt. of Uttarakhand,
7. "IST" means Indian Standard Time,
8. "JV" means Joint Venture,
9. "MoU" means Memorandum of Understanding,
10. "MNRE" means Ministry of New & Renewable Energy,
11. "O&M" means Operation & Maintenance,
12. "PPA" means Power Purchase Agreement,
13. "RE" means Renewable Energy,
14. "RFQ cum RFP" means Request For Qualification cum Request for Proposal (also referred to as Document),
15. "SPV" means Special Purpose Vehicle,
16. "UERC" means Uttarakhand Electricity Regulatory Commission,
17. "UJVN Limited" means State Power Generation Company,
18. "Uttarakhand RR Policy-2013" means Rehabilitation & Resettlement Policy for Hydro Electric Projects in the Uttarakhand State-2013,
19. "UPCL" means Uttarakhand Power Corporation Limited,
20. "Urja Cell" means advisory cell of Department of Energy, Govt. of Uttarakhand, Uttarakhand Secretariat, Dehradun,
21. "UWCEG Act" means Uttarakhand Water Cess on Electricity Generation Act-2012,

DISCLAIMER

1. This Document does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for these Project(s). Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources.
2. Neither the Document nor anything contained herein will form a basis of any contract or commitment whatsoever. Successful Bidder will be required to acknowledge in the Contract Agreement that he has not relied on or been induced to enter such agreements by any representation or warranty, save as expressly set out in such an agreement.
3. While the Document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UJVN Limited/Urja Cell/Department of Energy, their employees or consultants/advisors or agents as to or in relation to the accuracy or completeness of the Document or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
4. This Document includes certain statements, estimates and Projections with respect to the anticipated future performance of the Project. Such statements, estimates and Projections reflect various assumptions concerning anticipated results; these assumptions may or may not prove to be correct. Neither UJVN Limited/Urja Cell/ Department of Energy/ nor their employees nor Consultants / Advisors make any representation or warranty with respect to the accuracy of such statements, estimates and Projections and actual performance of neither the Project nor any opportunity, which may be materially different from that set forth in such statements, estimates and Projections.
5. Neither UJVN Limited/Urja Cell/Department of Energy/ nor their employees or Consultants/Advisors will be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be

incurred, or suffered, in connection with this Document, or any matter that may be deemed to form part of this Document, or the award of the contract, or any other information supplied by or on behalf of Energy Department, Government of Uttarakhand or their employees or Consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.

6. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the Document or there were postal delays in receiving / submission of Bid Documents.
7. UJVN Limited/Urja Cell/Department of Energy, Government of Uttarakhand is not bound to accept any or all the Proposals. Government of Uttarakhand reserves the right to reject any or all the Proposals at any stage without assigning any reasons. No Bidder will have any cause for action or claim against Department of Energy, Government of Uttarakhand or their officers, employees, successors or assignees for rejection of his bid.
8. Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

INVITATION TO BID

UJVN Limited is seeking bids for the following project on “Build, Operate and Transfer” (BOT) basis from eligible bidders for its implementation as per the “ Policy For Development of Small Hydro Power Projects In Uttarakhand - 2015” & subsequent amendments in the policy and in accordance with terms and conditions contained in the Bidding Document:

1. Goriganga Valley

S. No.	Name of Project	District	Estimated Potential in MW
1	Ralam Baisaini Udiyar SHP	Pithoragarh	16

This Document will be issued by Urja Cell, Department of Energy, Government of Uttarakhand for selection of the interested private sector parties in undertaking development of the above-mentioned hydro-power project.

The scope of the work will include DPR preparation, Financing, Design and Engineering, construction, commissioning, and O&M of the project for the concession period. Feasibility Report is prepared by UJVN Limited.

The project will be offered for a period of forty years (40) from the Scheduled Commercial Operation Date (SCOD) of the project, unless terminated earlier in accordance with the provisions of the Implementation Agreement, at the end of which they will revert back to the Government of Uttarakhand or may be extended further on mutually agreed terms, as per the decision of the GoUK.

For any further details on the Document, information can be obtained from the following address:-

Mr. Sunil Kumar Joshi
 General Manager (CDH&NP),
 UJVN Limited
 Maharani Bagh, GMS Road,
 Dehradun- 248001
 Email. – gmcdhcp.16.01.2023@gmail.com
 Web site: www.ujvnl.com

Mr Manoj Kesharwani
 Expert Technical,
 Urja Cell, Department of Energy,
 Uttarakhand Secretariat,
 Dehradun-248001
 Mobile No-9456590017
 Email. – urjapmo@gmail.com

The following selection procedure is being adopted for the project and the bid process will proceed as follows:

- (a) The first step would be to evaluate the Technical Capability / Financial capability of the bid submitted for project by the Bidding Firm/Consortium to ascertain their qualification.
- (b) The second step would be to evaluate the Financial Proposal of the bids submitted in the Bidding Documents. These bids will be evaluated to select the Preferred Bidder for Development of the specific project.
- (c) Allotment of the project will be made as per the "Policy for Development of Small Hydro Power Projects in Uttarakhand - 2015" in the policy including all amendments thereof or any other Policy that is applicable in the State of Uttarakhand at the time of signing of the Implementation Agreement. (Refer Section IV).

As part of Biding Documents, Bidding Firm/Consortium would be required to submit their general and particular experience (development, construction and operation of hydro project or other power sector experience or other Infrastructure Project), technical capabilities and financial capacity to undertake the Development of the Hydro Power Project. Bidding Firm/Consortium would be pre-qualified based on financial capacity, technical capability and past experience in development, construction and operation of Hydroelectric Power Project / other power sector project / Infrastructure project. The Applicants will have to qualify on above counts to be pre-qualified for the competitive bidding process for project allotment.

The interested Bidders may obtain a copy of the Document on all working days between 10.00 hours to 17.00 hours from the Dehradun office of UJVNL as per the Schedule of Bid Process. The Document can also be obtained by Speed Post / Courier upon written request accompanied by a Demand Draft towards the cost of the Document and postal charges. The Bid Documents can also be downloaded from the website of UJVN Limited. However, the submission of such downloaded Bid Document should be accompanied by a Demand Draft towards the cost of the Document.

A Pre-bid conference meeting will be held with interested parties on the date mentioned in the Schedule of Bid Process at Dehradun to answer prospective bidder's queries relating to the project. Only those prospective bidders who have purchased the document or those who have downloaded the document from the website and have

submitted the demand draft to UJVNL will be eligible to participate in the pre-bid conference.

The sealed bids (containing the Technical & Financial Proposal of the bid) will be submitted as per the Bid Schedule up to 15.00 hours in the Office of UJVNL at Dehradun.

The bids (containing the Technical Proposal of the bid) will be opened as per the Bid Schedule at 15.30 hours in the Office of UJVNL at Dehradun by the Committee constituted by UJVNL/ Govt. of Uttarakhand, in presence of the bidders who wish to attend.

The bids (containing the Financial Proposal of the bid) of the qualified bidders will be opened by the Committee constituted by UJVNL/Govt. Of Uttarakhand, on the Schedule Date at 1100 hours in the Office of UJVNL at Dehradun in the presence of technically qualified Bidding Firm/Consortium representatives who wish to attend.

Nothing in this Document or in any communication issued by UJVN Limited/Urja Cell/ Department of Energy /or any of their respective advisors or officers or employees will be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this Document or any other party.

The subsequent sections of the Bid Document provide:

- (a) Instructions for Submission of bid in response to the Document.
- (b) Schedule of Bidding Process,
- (c) Brief outline of the Project.
- (d) Policy for Harnessing Renewable Energy Sources in Uttarakhand with Private Sector/Community Participation and other Information.
- (e) RFQ structure and contents.
- (f) Evaluation Criteria.
- (g) Interpretations.
- (h) RFQ Structure and Content –Guidelines.
- (i) Formats for submission of Relevant Information: I-A, I-B, I-C, I-D, I-E, I-F, I-G, II-A, II-B, II-C, III-A, III-B, III-C, III-2A, III-2B, III-2C , III-2D and III-2E

Further, Department of Energy, GoUK reserves the right to accept/ reject any/all of the applications at any stage without assigning any reasons thereof.

SECTION – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BID

1.1 Scope Of Application

1.1.1 UJVNL on behalf of Department of Energy, GoUK, invites Applications from eligible Bidders (Refer Clause no. 1.3) to bid for the following Hydro Power Project on “Build, Operate and Transfer” (BOT) basis in accordance with the Terms and Conditions specified in this Document.

S. No.	Name of Project	District	Estimated Potential in MW
1	Ralam Baisaini Udiyar SHP	Pithoragarh	16

1.1.2 The Feasibility Report of Ralam Baisaini Udiyar SHP is prepared by UJVNL Limited.

1.1.3 The Applicants, need to submit detailed proposal in accordance with the terms and conditions stipulated in this Document in respect of hydro project. The project is proposed to be allotted to the bidder who emerges successful after the evaluation of the Financial Proposal of the qualified bidders.

1.1.4 The selected Applicant will be responsible for:-

- i) Preparation of DPR
- ii) Obtaining all Statutory clearances,
- iii) Land Use change of Forest Land / Civil Soyam Land/ Van Panchayat Land,
- iv) Procurement of Private land for the project components, project colony, workshop & muck disposal
- v) Undertaking detailed design, engineering, construction and operation of the facilities;
- vi) Arranging requisite finance for the successful implementation of the project;
- vii) Operation and maintenance of the facilities during the entire concession period;
- viii) Carrying out work with due diligence with regard to compliance to responsibilities under various applicable Central / State / other laws, rules, and ensure compliance with the same;

1.1.5 The project will be offered for a period of forty years (40) from the Scheduled Commercial Operation Date (SCOD) of the project, unless terminated earlier in accordance with the provisions of the Implementation Agreement, at the end of which the project will revert to the Government of Uttarakhand or extended

further on mutually agreed terms, as per the decision of the Government of Uttarakhand.

1.1.6 Interested Applicants are to demonstrate that they are capable of undertaking the Development and Operation of the Hydro Power Project and have past experience with development, construction and operation of hydroelectric power project / other power sector project / infrastructure project experience, as also financial capability to mobilize required resources and bring in or raise their equity contribution. Further they should have good performance record of managing and completing project without unnecessary litigation.

1.1.7 Throughout this Document, the terms Bid / Application, Bidder / Applicant and their equivalents should be treated as synonymous.

1.2 RFQ-cum-RFP

1.2.1 The Document contains the following:-

- | | | |
|-----|---|-------------|
| (a) | Instructions for Submission of bid | Section I |
| (b) | Schedule of Bidding Process (Qualification) | Section II |
| (c) | Brief outline of the project | Section III |
| (d) | Policy on Hydropower Development by Private Sector in the State of Uttarakhand (upto 25MW) and other information | Section IV |
| (e) | Bid structure and contents | Section V |
| (f) | Evaluation criteria | Section VI |
| (g) | Interpretations | Section VII |
| (h) | Document Structure and Content –Guidelines. | |
| (i) | Formats for submission of Relevant Information | |
| A | For qualification evaluation (Technical Proposal)
I-A, I-B, I-C, I-D, I-E, I-F, I-G, II-A, II-B, II-C, III-A, III-B,
III-C, III-2A, III-2C, | |
| B | For financial proposal evaluation
III-2B, | |

1.2.2 The Bidders, who have purchased the Document, must verify that they have received the complete set. UJVNL/Urja Cell, Dept. of Energy does not take responsibility for any shortfall in their receipt of the different parts of the Document. The Document signed on each page should be enclosed along with the application.

1.3 Eligible Bidders

1.3.1 The Applicant may be an Individual / firm / company /corporation, partnership firm of Indian or foreign origin or consortium / joint venture of such entities who may individually or jointly commit to implement the project. The Applicant should not be a GoUK agency. The term `Applicant' used hereinafter would therefore apply to both 'an individual entity' or 'a Joint Venture / Consortium'. Applications submitted should comply with the following:

- i. Bidder will meet the eligibility criteria as per Section VI of the Bid Document. For the purpose of applying the eligibility criteria, references to the "Bidder" include all entities involved or intended to be involved with the proposed Project (including all partners and any of their affiliates that directly or indirectly control, or are controlled by or are under common control with the firm),
- ii. In the case of a JV, all partners shall be jointly and severally liable for the implementation and operation of the project in accordance with the Terms & Conditions specified in the Bid Document / Implementation Agreement. The JV shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process (in the event the JV submits a bid) and during the implementation and operation (in the event the JV is awarded the project) as per the Format enclosed at-1F.
- iii. A Bidder may have the Nationality of any country, subject to the restrictions pursuant to sub-clause 1.3.1 (viii & ix). A Bidder will be deemed to have the nationality of a country if the Bidder is a citizen, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its Article of Incorporation (or equivalent Document of Constitution of association) and its Registration Documents, as the case may be.
- iv. Bidder and all partners constituting the Developer will not have a conflict of interest. Developer shall be considered to have a conflict of interest, if they have participated as a Consultant in the preparation of detailed

project report. Where a firm, or a firm from the same economic or financial group, has provided consulting services for the project corresponding to this prequalification, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.

- v. An applicant shall submit only one application in the same Prequalification process, either individually as an applicant or as a partner of joint venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified. The manufacturers of Electro-Mechanical or any other Equipment may offer their equipment's to multiple proposers but must not propose equity with more than one bidder.
- vi. An Applicant that is under a declaration of ineligibility by the Indian Republic / or any State of the Indian Republic / or by the Country of the Applicants Nationality, at the date of submission of the application or thereafter, shall be disqualified.
- vii. Firms and individuals from an eligible country may be excluded if (a) as a matter of law or official regulations the Indian Republic prohibits commercial relations with that country, (b) by an act of compliance with a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations, the Indian Republic prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- viii. Firms and individuals from an eligible country may be excluded if as a matter of official regulations the Indian Republic prohibits/ restricts entry of nationals of that country in the project area that are situated in the vicinity the international borders, keeping in view the security of the Indian Republic as per the "Guide Lines for participation of Foreign Companies in tenders for work packages of Hydroelectric Projects in Sensitive Areas" issued by Ministry of Power or as per the direction issued by any other Ministry of the Government of India. The prospective applicants are requested to confirm about the eligibility of their Country of Nationality before submission of their application for Prequalification.
- ix. The ownership structure of each member of the Applicant entity must be in accordance with the extant laws in respect of capital, equity participation in a joint venture, nationality and registration with the

relevant agencies. The application should contain details of each member of the Consortium, as detailed in Section-V.

- x. The Lead Member will not have less than 51% equity in the Company.
- xi. The number of members of a Consortium will be limited to three.
- xii. On allotment of the project, the Consortium with the same initial members who have participated in the bid would enter into agreement with GoUK.
- xiii. Applicants will not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government or any of their agencies of the Indian Republic.
- xiv. The Application will be considered only if any one of the members of the Joint Venture / Consortium has purchased the Document from UJVNL.
- xv. In case the Document is downloaded from any web site, the Applicant will inform accordingly. An Applicant, who does not inform the same, will not be considered as Eligible Applicant for communication of addendum.

1.4 Cost of the Document

- 1.4.1 The Bid Document is priced at ₹ 25,000/-(plus 18.00% GST), which should be remitted in the form of a Demand Draft drawn in favor of “UJVN Limited”, payable at Dehradun and drawn on any Scheduled Bank in India or any International Bank having its operations in India.
- 1.4.2 A copy of the Feasibility Report can be obtained from office of the UJVNL.
- 1.4.3 Interested Applicants, who have downloaded the Document from the website, must inform UJVN Limited of the same so that any changes or modifications in the RFQ Document can be intimated to them. However, the Applicants who have downloaded the Document from the website would be required to submit a Demand Draft towards the cost of the Document, at the time of submission of bid Document,
- 1.4.4 Bidding Documents, duly filled in with relevant Documents should reach the following address up to 15.00 hours on the schedule date.

Mr. Sunil Kumar Joshi
General Manager (CDH&NP),
UJVN Limited
Maharani Bagh, GMS Road,
Dehradun- 248001
Email. – gmcdhcp.16.01.2023@gmail.com

1.5 Cost of Bidding

The Applicant will bear all the costs associated with the preparation of the Document as well as the submission of the Document on his being qualified. UJVN Limited will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the qualification process.

1.6 Clarifications

A prospective Applicant, who has purchased the Document or who has downloaded the Document from the web site of UJVNL and has intimated to UJVNL his particulars including address for communication by fax, email or post, may seek clarification(s) addressed in writing to UJVNL at the address specified below by the date mentioned in the Bid Schedule. These will be replied in pre-bid conference.

Mr. Sunil Kumar Joshi
General Manager (CDH&NP),
UJVN Limited
Maharani Bagh, GMS Road,
Dehradun- 248001
Email. – gmcdhnp.16.01.2023@gmail.com

1.7 Pre-Bid Conference

The Pre-Bid conference would be held as per the schedule of Bidding Process given in Section-II of the bid document at Dehradun at 11:00 AM in the Office of UJVNL.

1.8 Amendment of the Document

1.8.1 At any time prior to the deadline for submission of Application, UJVN Limited/Urja Cell, Dept. of Energy may, for any reason whether at its own volition or in response to clarifications requested by Applicants, modify the Document by issuance of an Addendum.

1.8.2 Any Addendum, thus issued, will be sent in writing to all parties who have purchased the Document. It will also be communicated to such Applicants who have downloaded the Document from the web site of UJVN Limited and have intimated to UJVNL about their particulars including address for communication by fax, email or post. Addendum issued by UJVN Limited will also be available on UJVN Limited websites.

1.9 Preparation and Submission of Bids**1.9.1 Language**

The Application and all related correspondence will be in the English language. Supporting Documents and printed literature furnished by an Applicant may be in any other language provided that these are accompanied by certified translations into English. The interpretation will be only on the English version of the Documents submitted.

1.9.2 **Terminology**

The Applicants will use clear terminology while submitting the proposals, with explanations wherever necessary.

1.10 **Understanding the Terms & Conditions**

The Bidders, in their own interest, are requested to study these terms and conditions in detail, which would be useful in preparation of the Application for Qualification.

1.11 **Submission of Bidding Documents**

1.11.1 The Application Form along with Documents as mentioned in Section-V will be furnished by the Applicant. In order to maintain uniformity and completeness, the Applicants will ensure that the information is submitted in the prescribed formats along with the associated Documents in accordance with instructions contained in Section-V.

1.11.2 Applicants will attach clearly marked and referenced continuation sheets in the event, the space provided in the format is insufficient.

1.11.3 The Bidding Documents will be submitted in duplicate. These will be kept in separate envelopes and marked as Original and Copy. Further, the Applicant will submit the Technical Proposal of the bid in a separate envelope and the Financial Proposal of the bid in a separate envelope clearly marking the outer cover of the envelope with the words "TECHNICAL PROPOSAL/RFQ" and "FINANCIAL PROPOSAL/RFP". For the sake of clarity each proposal will be submitted in duplicate kept in separate envelopes and marked as "**Original and Copy**" as more particularly detailed in clause 1.11.5 herein below. In case of any discrepancy in the contents of "Original" and "Copy" documents the content of the "Original" set would be considered.

- 1.11.4 The Application and its copy will be typed or written in indelible ink and the Applicant will initial each page. All the alterations, omissions, additions, or any other amendments made to in the Application will be initialed by the person(s) signing the Application.
- 1.11.5 The Original and the Copy will then be sealed in an outer envelope. The envelopes will clearly bear the following, as applicable:
- “Technical Proposal/RFQ” and “Financial Proposal/RFP”. (whichever is applicable): **UJVNL / Ralam Baisaini Udiyar SHP in Goriganga Valley**
 - Original/Copy.
 - Address (as indicated in Clause 1.11.8).
 - Applicant’s Name and Address.
- 1.11.6 If the envelope is not sealed and marked as instructed above, UJVNL, assumes no responsibility for its misplacement or premature opening of the contents of the Bidding Document.
- 1.11.7 The Applicants may submit the bids by registered post / speed post / courier or in person at the address as specified below. Bids submitted in other modes will not be accepted. UJVNL will not be responsible for any kind of postal delays or non-delivery of Documents sent either by the Bidders or by UJVNL.
- 1.11.8 The last date for receipt of Bidding Documents is mentioned in the Schedule of Bid Process up to 15.00 hours. Bidding Documents, duly filled in with relevant Documents should reach the following address up to 15.00 hours on the schedule date.

**General Manager (CDH&NP),
UJVN Limited
Maharani Bagh, GMS Road,
Dehradun- 248001**

1.12 Extension of Last date for submission of Bidding Documents

UJVN Limited may, in exceptional circumstances, and at their sole discretion, can extend the last date for submission of Bidding Document by issuing an Addendum, which shall be applicable uniformly to all Applicants.

1.13 Bidding Documents submitted after the last date.

The Bidding Documents received after the deadline prescribed for submission of bids will be out rightly rejected and will be returned to the bidders unopened.

1.14 Process to be Confidential

At the opening of bids only the names of the Applicants and members of the Consortium will be announced and all other information relating to the bid evaluation process will be confidential. Any effort by the Bidder to influence the concerned officials in the process of bid evaluation may result in the rejection of its bid.

1.15 Examination of Bids and Determination of Responsiveness

1.15.1 Prior to the detailed evaluation of bids, UJVNL will determine whether each bid:

- (i) meets the eligible Bidder criteria;
- (ii) has been properly signed on each page;
- (iii) is accompanied by a demand draft of requisite amount for the bid security and cost of tender documents, as mentioned in Clause 1.4.1 in case the Bid Document is downloaded from the website of UJVNL LIMITED;
- (iv) is accompanied with the required Documents;
- (v) is substantially responsive to the requirements of the RFQ cum RFP (Document); and,
- (vi) Provides any clarification and/or substantiation that UJVNL may require pursuant to Clause 1.6.

1.15.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Document, without material deviation or reservation. A material deviation or reservation is one which (i) affects, in any substantial way, the scope of the qualification criteria; (ii) contains details which are inconsistent with the requirements of the Document; or (iii) the rectification of which would affect unfairly the position of other Bidders presenting substantially responsive bids.

1.15.3 If a Bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.16 Evaluation

1.16.1 The valid bids opened on the due date will be evaluated in accordance with the following criteria, further elaborated upon in Section - VI of this Document.

(j) **Responsiveness** as per Clause 1.15.

(ii) Technical Capability

This will be assessed based on the prior experience of Bidder as lead developer / co-developer / equity participant in the development/ implementation of hydroelectric power project / other power sector project / infrastructure project besides other responsibilities taken up by the bidder such as design & engineering, civil construction, equipment supply, equipment erection, operation and maintenance etc.

(iii) Financial Capability

This will be based on assessment of the Bidder regarding their ability to raise equity and debt for the Project and their experience in arranging equity/loans either internally or from capital markets and the financial institutions / banks.

1.16.2 The Bids for technical capability would be evaluated only if the hurdle criteria for financial strength as detailed in Section VI (Clause 6.4.3) are cleared.

1.16.3 The bidder will score a minimum threshold of 50% points (in terms of the scoring parameters as detailed in Section VI (Clause 6.1.5), in aggregate, in technical capability for qualifying.

1.17 Technically Successful / Qualified Applicants

1.17.1 The technically successful / Qualified Applicants would be:

- Intimated about their Qualification in respect of project(s) pursuant to the evaluation of Technical Proposal of their Bidding Documents
- Eligible for the opening of Financial Proposal of the Bidding Document on the Bid Opening Date (for Financial Proposal)

1.17.2 The bid parameter for the bids invited for the allocation of the project will be the one time premium payable upfront (Upfront Premium) to GoUK. The term

Upfront Premium includes the minimum threshold Premium payable to GoUK @ ₹ 5 lac per MW. The Project will be awarded to the Bidder quoting the highest offer for the Upfront Premium.

1.17.3 The bid for the project will be accompanied with a bid security of ₹ 2.29 Crores (₹ Two Crore Twenty Nine lakh only) in the form of Bank Guarantee, as per format attached as Format III-2C.

1.17.4 If there is more than one identical Bid which emerges as the best Bid for any project or SPV, a gradation list based on the aggregate score in Technical and financial capability as detailed in Section VI (Clause 6.1.5) will be the basis of allotment.

1.17.5 Project will be allotted to the bidders making the highest bids. The successful bidder will be required to deposit the upfront premium and other amount due as detailed in the bid document within the time specified in Letter of Award, otherwise his bid security will be forfeited without any further notice.

^{1.17.6}

1.18 Changes in Composition of the Consortium

Any change in the composition of a Consortium may be permitted only upto the last date of submission of Bid Documents.

1.19 Disqualification of Bids

Bids may be disqualified and excluded from the selection process and dropped from further consideration, for the following reasons over and above as stated in Clause 1.15.

1.19.1 There are material inconsistencies in the information submitted by the Bidder.

1.19.2 Bidder willfully provides misrepresentations in the completed formats and supporting Documentation.

1.19.3 An individual Applicant or member of a Consortium is a member of any other Consortium applying for the same project, (vide Clause 1.3.1(v)). Any Applicant, who submits or participates in more than one Application for any given Project will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

1.19.4 Change in the composition of Consortium (vide Clause no 1.18.1) or withdrawal of a member(s) of the Consortium.

1.20 **Amendment of Bid:** The Applicant will be allowed to amend/modify the bidding documents submitted on or before the last date for the submission of the Bidding Documents. All such amendments/modifications would be required to be submitted in duplicate (Original and Copy) in separate envelopes clearly marking the outer cover of the envelope with the inscription “Amendment/Modification to the Original Bid dated-Technical Proposal/or Financial Proposal” (as the case may be). For the sake of clarity it is clarified that no request for amendment/modification will be entertained by UJVNL after the last date fixed for the submission of the Bidding Documents.

1.21 **Withdrawal of Bid:** An Applicant will be allowed to withdraw the bids submitted at any time upto one working day prior to the date fixed for the opening of the Financial Proposal of the bids by submitting a written intimation in this regard (Withdrawal Notice). The bid submitted by the Applicant, who has submitted the Withdraw Notice in terms of the provisions of this clause, will not be eligible for consideration on the date fixed for the opening of the bid.

1.22 **Rehabilitation and Resettlement of Project Affected Families:** The bidder will be responsible for payment of benefits as are applicable under “The Uttarakhand Rehabilitation and Resettlement Policy for Hydro Power Projects – 2013” and “the right to fair compensation and transparency in land acquisition, rehabilitation and resettlementact,2013 or / and any other Policy issued / amendments issued, by Government of Uttarakhand/Government of India in this respect, to the project affected families.

SECTION – II
SCHEDULE OF BIDDING PROCESS

UJVNL would endeavor to adhere to the following schedule:

Event Description	Anticipated date
Sale of Documents	25.10.2023 to 14.11.2023
Last Date of Receiving Queries	03.11.2023
Pre-Bid Conference	07.11.2023
Reply to the Queries (in pre-bid Conference)	07.11.2023
Last date of submission of Bid	16.11.2023 (Till 15:00 hours)
Date of opening of Technical Proposal	16.11.2023 (From 15:30 hours onwards)
Date of opening of Financial Proposal	To be intimated to technically qualified bidders.

SECTION –III BRIEF OUTLINE OF THE PROJECT

3.1 Background

The State of Uttarakhand was carved out of Uttar Pradesh in the year 2000. The State is predominantly a hilly State endowed with abundant water resources. Perennial rivers like Ganga and Yamuna, which are snow fed, originate in the high altitudes and transverse through. With high gradients and large discharge, these two rivers along with their tributaries form a formidable source of Hydropower in the County.

It has been realized by the GoU that the economic development of the State will be largely possible by harnessing the hydro power potential of the State, as the State is quite rich in water resource which is renewable every year. The development of the Hydropower in Uttarakhand will not only benefit the State but will also meet the power requirements of the neighboring States and also of the Northern region of the country.

3.2 Introduction to Project

The Ralam Baisaini Udiyar Hydroelectric Project located in Pithoragarh district of Uttarakhand envisages utilization of the waters of Ralam Gad river, a tributary of river Goriganga for power generation on a run of river type. The nearest railhead is at Kathgodam, which is around 250 km from Delhi.

The electrical energy generated from the project would meet the power requirements of the state of Uttarakhand.

The Ralam Baisaini Udiyar small hydro electric project at Goriganga Valley is proposed to be created on a Public-Private-Partnership format through the “Build, Own, Operate & Transfer” mechanism in which the private sector bidder is expected to design, finance, build, operate and manage the properties for a fixed number of years at the end of which the properties shall be transferred back to the State Government.

SECTION –IV**POLICY FOR DEVELOPMENT OF SMALL HYDRO POWER PROJECTS IN
UTTARAKHAND - 2015 AND OTHER INFORMATION**

Uttarakhand Government has issued Guidelines for development of energy from small hydro power sources through “**Policy For Development Of Small Hydro Power Projects In Uttarakhand - 2015” & subsequent amendments in February- 2023**. The Applicants are advised to refer to the detailed policy guidelines prescribed by the GoUK and the same can be obtained from the web site of Govt. of Uttarakhand or UJVNL. The Hydro Policy has been issued vide Govt. order No.53/I/2015-04/10/2014 dated 31st January 2015 and amendments issued vide notification No. 203/I/04(8)/04/2022 (E-38574) dated 08.02.2023.

All the terms and conditions contained in the policy and its subsequent amendments shall be applicable for the allotment of the project.

SECTION- V

BID STRUCTURE AND CONTENTS

The Bid to be prepared by the Bidders will comprise the following:

5.1 GENERAL

The Bidder / lead member of Consortium will furnish letter of application as per format **I-A**. The participation letter from each member of Consortium (wherever applicable) will be furnished as per format **I-B**.

The Bidders will furnish the information relating to particulars of the Company/ Consortium, names and addresses of lead and associate companies, their status as per format **I-C**. The company profile for each member will be submitted as per format **I-D**. The Power of Attorney to the authorized signatory of the lead member company should be as per format **I-E** and the Power of Attorney to lead company from each member of JV/ consortium should be as per format **I-F**. The Bidder will also furnish the information relating to submission of all the Documents as per format **I-G**.

5.2 TECHNICAL CAPABILITY

This will be judged on the basis of technical qualification and experience of the Bidder in implementation of hydroelectric power project / other power sector project / Infrastructure project, in the area of design, engineering, civil construction, equipment supply, equipment erection, operation and maintenance etc.

The Bidders will give the summary of executed works regarding the assignments carried out by them in the areas of design, engineering, civil construction, equipment supply, equipment erection, operation and maintenance etc. for hydroelectric power project / other power sector project / Infrastructure project as per format **II-A** and details thereof as per format **II-B**. The details of assignments being carried out should be given as per the format **II-C**.

5.3 FINANCIAL CAPABILITY

The Bidders will submit the details to assess the financial capability of Bidder / Consortium member(s) in format **III-A**. The full names and addresses of all Bankers and Financial Institutions, with whom the Bidder / Consortium member(s) deals should be enclosed as per format **III-B**. The Bidder / Consortium members should fill the questionnaire regarding Financial capability as per format **III-C**.

5.4 PROPOSAL**A. Technical Proposal**

Technical proposal will consist of all formats as mentioned in clause no 1.2.1 (A). The commitment letter as per the Format III-2A and Bid Security of an amount of ₹ 2.29 Crores (₹ Two Crore Twenty Nine lakh only) as per the Format III-2C will also be part of Technical proposal. The same will be refunded back to all unqualified bidders, within one month after financial opening of bid. The bid security of successful bidder will be refunded only after receipt of due payments as per price proposal format and Performance Bank Guarantee as per format III-2D.

B. Financial Proposal

The bidder will submit the price proposal as per Format III- 2B committing the Reimbursement of allocated expenses, Development premium and Upfront Premium that includes the Thresh-hold premium.

5.5 IMPLEMENTATION AGREEMENT

Implementation Agreement is to be signed for each project separately with the Government of Uttarakhand as per the format enclosed in the document.

SECTION- VI**EVALUATION CRITERIA****6.1 General**

6.1.1 The evaluation of Bids will be done in the following manner:

Stage-I : Qualification stage (RFQ)

Stage-II : Financial Proposal stage (RFP)

6.1.2 The responsiveness will be determined in terms of Clause 1.15 of Section-I and applications, which are found to be non-responsive, will be rejected without any further evaluation.

6.1.3 The Bids for technical capability would be evaluated only if the hurdle criterion for financial capability as detailed in Clause 6.4.3 below is cleared.

6.1.4 The Bidder will score a minimum threshold of 50% points in aggregate, in technical capability and financial capability for qualifying.

6.1.5 The Bidder will be evaluated on a point system. The points assigned to technical capability and financial capability for arriving at the overall score for gradation of the qualifiers for a particular project (Clause no. 1.17.4), would be as under:

	Particulars	Points
1	Technical Capability	50
3	Financial Capability	50
	Total	100

The breakup of technical & financial capabilities would be as under:

6.2 TECHNICAL CAPABILITY:

The marking will be on the basis of cumulative value in the experience of Design & engineering/ construction / O & M of hydroelectric project / other power sector project / infrastructure project executed during last Five years preceding the latest financial Year and are as under:-

- 1) Experience in site investigation, preparation of DPR, Design and execution of Renewable energy project / other power sector project / Infrastructure project.

- 2) Experience of other Consultancy Services i.e. consultancy in civil construction, equipment supply and erection, turnkey contractor of Renewable Energy project / other power sector project / Infrastructure project.
- 3) Experience in civil construction of Renewable Energy project / other power sector project / Infrastructure project.
- 4) Experience in BOOT, BOO or other Public Private Partnership project of Renewable Energy (RE) project / other power sector project / Infrastructure project.
- 5) Society/Firms having experience in providing technical training to local people / operators regarding RE Projects.

Note: - The aggregate cost of the project should be minimum ₹ 114.00 Crores. The Applicant will be considered to be technically qualified, if he fulfills any one of the above stated criteria and will be awarded 50% marks earmarked for the technical evaluation. Additional 50% marks would be awarded on equitable basis for each of the rest of the Criteria's stated above.

6.3.1 In case of the Consortium, the technical capability will be judged on the basis of arithmetic sum of all the proposed partners. The financial capability will be judged on the basis of arithmetic sum of all the proposed partners provided their individual equity in the Consortium is at least 26%.

6.3.2 For the purpose of calculation of costs of the various project executed, the awarded value of the project and the year of award would be inflated @ 5% per annum to be brought to the level of the current year.

6.4 FINANCIAL CAPABILITY

6.4.1 This will be based on assessment of the Bidders regarding their ability to raise equity and debt for the Project and their experience in arranging equity/loans either internally or from capital markets and the financial institutions / banks. In case of Consortium, the financial capability will be judged on the basis of arithmetic sum of all the proposed partners, provided their individual equity in the Consortium is at least 26%. In the case of loss making members of Consortium, zero marking will be given for losses, if any, suffered by any member of the Consortium.

6.4.2 The points on Financial capability would be judged on the basis of either of the following parameter:

(1) Net worth of the applicant as at the end of the most recent financial year (format-III-A).

(2) Net cash Accruals for the last three completed financial years (format-III-A).

6.4.3 The minimum net worth of the bidders should be ₹ 57.00 Crores. (₹ Fifty Seven Crores only) for FY22-23.

For the purpose of evaluation for a Consortium, the Net Worth would be taken as the aggregate of all the Consortium partners having at least 26% stake of the total equity of the Consortium

Note:- If technical capability certificate / Project Development Experience are in any regional language, the certified translated copy of these certificates are also to be annexed with the original ones.

EVALUATION SHEET FOR RESPONSIVENESS

S.N.	Particulars	Correct Answer	Response		
			Yes	No	Responsiveness √ or X
I. Ownership Structure Criteria					
1.	Is the number of Consortium members more than three	No			
2.	Are all members of the Consortium registered and identified by a legal name	Yes			
3.	If any of the members of the Consortium 26% is a foreign company, have they submitted authorization by their government? a) Is it required? b) If 'Yes' have they submitted authorization?	The response for (a) & (b) should be Yes/ Yes or No/ Not applicable.			
4	Documents				

	Have the following acceptable Documents been submitted?				
	a) Bid Document	Yes			
	b) Payment of cost of the Document	Yes			
	c) Application Letter	Yes			
	d) Participation Letter	Yes			
	e) Registration letter of the company	Yes			
	f) Memorandum & Articles of Association	Yes			
	g) MOU of Consortium	Yes			
	h) Power of Attorney in favour of signatory of lead member	Yes			
	i) Power of Attorney in favour of lead member from others	Yes			
	j) Balance Sheets	Yes			
	k) Income Tax Clearance certificate	Yes			
	l) Company Profile	Yes			
	m) Domicile Certificate, if required	Yes / No			
	n) Declaration by Bidder / Consortium member regarding any disqualification if any (vide Clause 1.3.1 (ix) of Section I)	Yes			
	o) Duly filled Price Proposal Format	Yes			
	p) Bid Security	Yes			
5	Feasibility Report reviewed	Yes			
II. Bid Documents					
6.	Have the details in Formats been furnished?	Yes			
7.	Have the Documents been signed by authorized signatory?	Yes			

SECTION VII

INTERPRETATIONS

In this Document, unless the context otherwise warrants, the following words and expressions will have the meaning and will be interpreted as specified hereunder:

- a) **'Bid/ Application'** refer to the submission or proposal made by a prospective developer-cum-operator (DCO) in the process of participation in the Bidding process for the project.
- b) **'Bidder/Applicant'** means an entrepreneur who, with the intention of becoming a DCO, participates in the Bidding process for any of the project.
- c) **'Build Operate Transfer (BOT)'** means the contractual arrangement under which a private entrepreneur will participate in the creation of infrastructure facilities and operating it for the contracted period and transferring the facilities to the GOU after the contracted period.
- d) **'Infrastructure Projects'** means projects in power, water supply, sewerage, solid waste management, communication, roads & bridges, ports, airports, railways, housing, urban services, oil/gas production, telecommunication, mass transit system and mining sectors.
- e) **'Memorandum of Understanding (MOU)'** means a formal understanding reached between member of a Consortium or Joint Venture defining the duties and responsibilities as well as rights and obligations of the constituent members.
- f) **'Power of Attorney (PoA)'** means & signifies the legal Document executed by one or more parties, authorizing another party to act on his / their behalf.
- g) **'Proposal Validity Period'** means the period till which the Proposal will remain valid which will not be less than 120 days from the last date of the submission of bid.
- h) **'Project'** means the scheme for private sector participation in the development of hydro power project in the State of Uttarakhand.
- i) **'Project Company'** means the Company formed for carrying out the Implementation of this Project.
- j) **'Preferred Bidder'** is the bidder who has quoted highest premium for the Project and selected for the implementation of the Project.

- k) **“Bid Documents/Bidding Documents”** will include:
- (a) **Technical Proposal:** the application made by a prospective Bidder, for being qualified for participation in the Bidding process regarding allotment of the project.
 - (b) **‘Financial Proposal’:** the Document containing Commitment Letter, Price Proposal Format and Bid Security.

DOCUMENT STRUCTURE AND CONTENT

GUIDELINES

1. This Document contains the Performa for Letter of Application and the Formats. The Applicants should note that details sought in the Formats are furnished in the same Performa (see para 1.11.1 of Instructions to Bidders) for uniformity.
2. The Applicant will sign each page of the Formats.
3. The Applicants may please note that each member of the JV/Consortium has also to furnish details separately in FORMAT I-D, II-A II-B, II-C, III-A, III-B, and III-C besides Memorandum and Articles of Association, Copy of Registration Certificate, Income Tax Clearance Certificate, Balance Sheets for last 3 years, Experience certificates for each work from the respective clients, Declaration regarding any disqualification, if any, (Clause 1.3.1 (xiv)) and Power of Attorney to lead company from each member of JV/Consortium in addition to the combined information given by lead member in the main application. The Documents will be signed by the relevant members and also by the lead member submitting the application.
4. The checklist of Documents to be furnished is as under:

SN.	DESCRIPTION	FORMAT
Volume I		
1	Application Letter	Format I-A
2	Letter of participation from each member	Format I- B
3	Bidder's Organization	Format I- C
4	Submission of Documents	Format I- G
5	Technical capability (Summary of Completed Project)	Format II-A
6	Technical capability Data Sheet for completed Works	Format II-B
7	Technical capability, Details of Works in hand	Format II-C
8	Experience Certificates for each work from the Respective clients	
9	Commitment Letter	III-2A
10	Bid Security	III-2C
11	Financial Statements	Format III-A
12	Bankers Information	Format III-B
13	Financial Strength Questionnaire	Format III-C

Volume II		
1	Company Profile.	Format I-D
2	Memorandum and Articles of Association	-
3	Copy of Registrations Certificate	-
4	Income Tax Clearance Certificates	-
5	Authorization from respective foreign Governments, if required.	-
6	MOU within the members of Consortium	-
7	Power of Attorney to authorize signatory of Lead Member Company	Format I-E
8	Power of Attorney to lead company from each member of JV/Consortium	Format I-F
9	Balance Sheets for last 3 years	-
10	Declaration by Bidder / Consortium member regarding any disqualification, if any, (Clause 1.3.1 (ix) of Section I)	-
Volume III		
1	Financial Proposal/RFP	
A	Price Proposal Format	Format III-2B

**FORMAT I-A
PROFORMA LETTER OF APPLICATION
(On Lead Firm's Letter Head)**

To

**The General Manager (CDH&NP)
UJVN Limited,
Maharani Bagh, GMS Road,
Dehradun-248001**

(Applicant to provide date and reference)

Re: RFQ Cum RFP for Ralam Baisaini Udiyar small hydro Project in Goriganga River Valley,

Dear Sir,

We hereby submit an application for qualification for Ralam Baisaini Udiyar small hydro project in Goriganga River Valley. We are enclosing one Original and one Copy of the required Documents.

(In the case of other than a sole proprietorship firm add the following paragraph)

A Power of Attorney to sign and submit this letter is attached.

(In the case of a joint venture /consortium, add the following paragraph)

This application is submitted on behalf of a joint venture/Consortium *(delete as appropriate)* comprising.,, (Applicant to state the name of each member),.....and of which(insert name of leading member of joint venture/ consortium)has agreed to act as lead member. Each member has prepared a statement of Participation in relation to this application and these are enclosed.

Yours faithfully,

..... (Signature)

Name of signatory:

Designation of authorized signatory:

Name and address of Applicant (or of lead member if Applicant is a group)

FORMAT I-B
PROFORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A GROUP
(On each Firm's Letter Head)

To

The General Manager (CDH&NP)
UJVN Limited,
Maharani Bagh, GMS Road
Dehradun-248001

(Applicant to provide date and reference)

Re: RFQ Cum RFP for Ralam Baisaini Udiyar small hydro Project in Goriganga River valley,

Dear Sir,

We wish to confirm that our Company/Firm (delete as appropriate) has formed/intends to form (delete as appropriate) a group with (insert names of all other members of the group)..... for purposes associated with **Ralam Baisaini Udiyar small hydro project in Gauriganga River.**

(Members who are not the lead member of the group should add the following paragraph).

The group is led by (insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for qualification.

(Member being the lead member of the group should add the following paragraph)

In this group we act as lead member and, for the purposes of applying for qualification, represent the group.

In the event of our Group being qualified and invited to bid for... ,we agree to be jointly with*(names of other members of the group)*..... and severally liable to GoU, its successors and assigns, for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between GoU and our Group.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Designation of authorised Signatory).....

FORMAT I-C

BIDDERS ORGANISATION

1. **Structure of Bidder’s Organization:** Individual Company or *Joint Venture/ Consortium/Others (please specify)
 (*Delete if not applicable) enclose copies of company profile as per format I-D

2. **Legal Status of each Member****

SN.	Names of Members (lead member first)	Legal Status	Registered Address	Principal Place of Business	Country of Incorporation or Domicile
1.					
2.					
3.					

** Memorandum & Articles of Association and Copy of Registration Certificate of each member to be enclosed.

3. **Contact Person: (from lead member).**

Name :

Title :

Address :

Telephone :

Fax:

E-mail:

4. **Foreign Applicants**

- Have you enclosed authorization from your Government, if necessary?

Y	N
---	---

If answer is `No' state reasons:

.....

- In case of lead partner, have you associated with an Indian partner?

5. **Bidders Team and Responsibility.**

Coverage of full scope of work and equity participation by each constituent member of Consortium / JV: Furnish details in the Performa given below:-

JV/CONSORTIUM PARTICULARS

S.N.	Name and Address (Company)	Equity	Scope, Role & Responsibility
A. JV/CONSORTIUM			
1.	Lead Partner	%	
2.	Member 2	%	
3	Member 3	%	

*The JV/Consortium must indicate the role of each member in the development / implementation / operation of the project and furnish details in column under 'Scope'.

FORMAT I-D
COMPANY PROFILE (EACH MEMBER)

1	Name of Company/ Organization	
2	Date of Incorporation	
3	Name of Parent/Group Company	
4	Relationship with the Main Company (Equity holding)	
5	Country, in which Incorporated	
6	Type of Organization: (Whether Sole Proprietary/Partnership/ Private Ltd./Public-Sector) Attach: i) Copy of Registration Certificate. ii) Memorandum and Article of Association of the Company.	
7	Communication Address	
8	Head Office Address	
9	Other Contact Means: Cable Address Telephone No. Telefax No. Electronic Mail	
11	(a) Corporate objective or purposes of the Company (b) Detailed description of the Company (c) Highlights of current activities	
12	Give the names & designations of all the Members of the Board of Directors	
13	Specify who is actively managing the affairs of the Company.	

FORMAT I-E

**FORMAT FOR POWER OF ATTORNEY (POA) FOR AUTHORISED SIGNATORY ON BEHALF OF MEMBERS OF CONSORTIUM
POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, that We (Name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address) who is presently employed with us and is 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 Ralam Baisaini Udiyar small hydro project in Goriganga River Valley, including signing and submission of all Documents and providing information/responses to UJVN Limited, representing us in all matters before, and generally dealing with UJVN Limited in all matters in connection with our bid for the said project(s).

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

For _____

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- ◆ *To be executed by all the members in case of a Consortium.*
- ◆ *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 executants(s), and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

FORMAT I-F**FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM****POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the Company who is issuing the Power of Attorney)

WHEREAS, UJVN Limited has invited applications from interested parties for Qualification for Ralam Baisaini Udiyar small hydro power project in GorigangaValley.

WHEREAS, the members of the Consortium are interested in bidding for the Project(s) and implementing the Project(s) in accordance with the terms and conditions of the RFQ cum RFP (Document) and other connected Documents in respect of the said project(s), and,

WHEREAS, it is necessary under the RFQ cum RFP (Document) for the members of the consortium to designate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project(s) or, in the alternative, to appoint one of them as the lead member who would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project(s).

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. M/s. and M/s. (furnish *respective names and addresses of their registered offices*) hereby designate M/s. being one of the members of the Consortium, as the lead member of the consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project(s), including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ Documents and generally to represent the Consortium in all its dealings with UJVN Limited or any other person or Government Agency, in connection with the Project until the culmination of the process of bidding and thereafter till the Concession Agreement is entered into with the GoUK.

We hereby agree to ratify all acts, deeds and things lawfully done by the lead member acting as our Attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid Attorney will and will always be deemed to have been done by us/Consortium.

Dated this the..... Day of

.....

(Executants)

(Name, Title and Address of the Attorney) (Signature)

(Name, Title and Address of two Witnesses)

.....

Note: To be executed by all members of the Consortium excluding the lead member. 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.

FORMAT I-G**SUBMISSION OF DOCUMENTS****Details of Document Enclosed:**

SN	Description	Yes	No
1	Application Letter Refer S. No.- 1 -Vol. I		
2	Letter of Participation from each member Refer S. No.- 2 -Vol. I		
3	Bidders Organization Refer S. No.- 3 -Vol. I		
4	Technical capability Data Sheet for Completed Project Refer S. No.-5 & 6 - Vol. I		
5	Technical capability Data Sheet for works in Hand Refer S. No.-7 - Vol. I		
6	Experience Certificate for each work from the respective Clients Refer S. No.-8 - Vol. I		
7	Commitment Letter Refer S. No.- 9 -Vol. I		
8	Bid Security Refer S. No.- 10 -Vol. I		
9	Financial Statements Refer S. No.-11 - Vol. I		
10	Bankers Information Refer S. No.-12 - Vol. I		
11	Financial capability Questioner Refer S. No.-13 - Vol. I		
12	Company Profile Refer S. No.-1 - Vol. II		
13	Memorandum and Article of Association of each Member Refer S. No.-2 - Vol. II		
14	Copy of Registration Certificate of the each member Company Refer S. No.-3 -Vol. II		
15	Latest Income Tax Clearance Certificates of each member Refer S. No.-4 - Vol. II		
16	In case of participation by Foreign Companies, an Accreditation Certificate from the concerned Government, if required. Refer S. No.-5 -Vol. II		

17	Memorandum of Understanding within the member Consortium Refer S. No.- 6 -Vol. II		
18	Power of Attorney to the authorized person from Lead Member Company Refer S. No.-7 - Vol. II		
19	Power of Attorney from members of JV/Consortium to the lead Member /Company Refer S. No.-8 -Vol. II		
20	Balance Sheets for previous 3 years for each member Refer S. No.-9 - Vol. II		
21	Declaration by Bidder / Consortium member regarding any disqualification if any (Clause 1.3.1 (ix) of Section I) Refer S. No.- 10 -Vol. II.		

Please tick against the one applicable.

FORMAT II-A**TECHNICAL CAPABILITY****SUMMARY OF COMPLETED WORKS**

SN.	Type of Work	No. of Contracts completed in previous Five years* (All contracts for which details are furnished in Format-II B)	Total Value

*Indicate your share of work, if in JV /Consortium.

FORMAT II- B-1**TECHNICAL CAPABILITY****PROJECT DATA SHEET (SEPARATELY FOR EACH COMPLETED WORK)**

1	Name of the Applicant or member of the Consortium who has executed the work	
2	Project Name	
3	Location (City & Country)	
4	Scope of Work	
5	Type of Contract (i) Design Services (ii) Consultancy Services (iii) Construction contract/EPC Contract (iv) Equipment Supply & Erection (v) O&M Contractor	
6	Date of start & finish.	
7	Total completed cost (Rs. in millions)	
8	Was the work carried out as member or as a group (Yes or No) If a group then indicate- (i) Participation (%) (ii) Areas of Participation	
9	Were any penalties imposed? If Yes Give details	
10	Was arbitration, litigation commenced? If Yes Give details	

* Only the value of Contract, as executed by the Applicant/Member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract, which is undertaken by the concerned Applicant/member should be indicated and the remaining done by the other members of the Group be excluded.

** Please submit Completion Certificate from clients for each work

FORMAT II- B-2**TECHNICAL CAPABILITY (PROJECT DEVELOPMENT EXPERIENCE)**

PROJECT DATA SHEET (Separately for Each completed Project)

Project Name		
Location (City & Country)		
Overall Capacity (MW)		
Type:(Hydro/Thermal/others)		
Date of Start & Finish		
Total Completed Cost		
Names of Companies that played the following roles on the Project including Bidders' Own		
	Description	Equity Provided (in percentage)
a) Lead Developer		
b) Co-Developer		
c) Equity Participant		
d) EPC Contractor		
e) Contractor (Mention component)		
f) O&M Contractor		
g) Equipment Supplier		

FINANCING DETAILS:

a) Total Equity	(Rs in Lakh/Crores)
b) Bidder's Equity	
c) Total Debt	
d) Bidder's Debt	
e) Time taken for Financial Closure (months)	

Were any penalties imposed? If Yes, Give details	
Was arbitration, litigation commenced? If Yes, Give details	

FORMAT II- C**TECHNICAL CAPABILITY****DETAILS OF WORKS IN HAND**

Name of the Applicant or Member of Constituent Group
--

Applicants (each member of the Group) should provide information on their current commitments in respect of all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a Completion Certificate is yet to be issued.
--

Particulars of Contract	Name and Address of Client with telephone number	Brief Description	Total value of Contract*	Date of Start	Estimated Completion Date

* Indicate share of work, if in a JV/Consortium.

** Please submit Certificates from the respective clients for each work.

FORMAT III- A
FORMAT FOR FINANCIAL CAPABILITY

Name of Member:.....

(Equivalent Rs. Millions)

SN	Financial Information in Rupee equivalent, with Exchange Rate, at the end of Concerned Year			
		Year 1	Year 2	Year 3
1.	Total Assets			
2.	Current Assets			
3.	Current Assets + Loans & Advances			
4.	Total Liabilities			
5.	Current Liabilities			
6.	Current Liabilities & Provision			
7.	Turnover			
8.	Profit Before Interest and Tax			
9.	Profit Before Tax			
10.	Profit After Tax			
11.	Shareholder's Funds (Net Worth) = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not Written Off)			
12.	Depreciation			
13.	Debt / Equity Ratio			
14.	Current Ratio (2)/(5)			
15.	Profitability Ratio (10)/(7)			
16.	Net Cash Accruals = Profit After Tax + Depreciation			

This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed. Year 1 will be the latest year for which audited Financial Statement are available, Year 2 will be the Year immediately preceding the Year 1 and Year 3 will be the year immediately preceding the Year 2. All figures quoted will be certified by the Applicant's Auditors. In any case, the audited annual financial statements for three year preceding the latest financial year would have to be provided, failing which the application will be rejected as Non-responsive.

Attachments:-

- (i). Attach two copies of Annual Reports and Audited Financial Statements for the aforesaid three years (for the individual Bidder or each Member of the Group).
- (ii). Companies owned by individuals, and partnerships, may submit their Balance sheets certified by Registered Accountants, and supported by copies of tax returns, in case audits are not required by the laws of their Countries of origin
- (iii). Income Tax Clearance Certificate for the last year.
- (iv) The Applicant should provide the financial Capability based on its own financial Statements. Financial Capability of the Applicants parent company or Associate Company (who are not members of Consortium) will not be considered for computation of the financial capability of the Applicant.

FORMAT III- B
BANKER'S INFORMATION

1. Name of Banker/Financial Institution:
2. Address:
3. Telephone
4. Contact Name and Title
5. Telex No.
6. Attachment:

A Letter of Authorisation by the Bidder to authorize the Bank/Financial institution to furnish such information as desired by the Government for assessing the credit-worthiness of the Bidder.

(Separate sheets for each Bank/Financial Institution be submitted)

FORMAT III-C
FINANCIAL STRENGTH (QUESTIONNAIRE)

Questionnaire

SN	Question	Yes	No
1	Has the Bidder as a Developer ever provided equity in any Independent Power Project?		
2	Has the Bidder as a Developer raised debt in any Independent Power Project?		
3	Has the Bidder defaulted in repayment of loans to any Financial Institutions during the last five years?		
4.	Has the Bidder or any of his Group Company (ies) been declared defaulter by any Bank or Public Financial Institution?		

FORMAT III- 2A**COMMITMENT LETTER**

(To be submitted by each Bidder or in case of a Consortium, by each Member, proposing financial support to the Project.)

(To be provided by Bidder on Letter Head of the respective firm)

From : -----

[Name and address of the Bidder or in case of a Consortium, by each Member]

To,

The General Manager (CDH&NP)

UJVN Limited,

Maharani Bagh, GMS Road,

Dehradun-248001

- (1) -----[Name of Bidder or Member in case of a Consortium], Bidder in response to a RFQ cum RFP (Document) issued by Urja Cell, is submitting a Proposal dated (date to be inserted), to implement the “Design, Engineering, Finance, Construction, Development, Operation and Maintenance of ___ Hydro Power Project in [insert the name of the Valley/River] on Build, Own, Operate and Transfer (BOOT) Basis”
- (2) ----- Name of Bidder or Member in case of a Consortium], with its registered office at (insert address), has agreed to commit the sum [insert the amount in Rupee] (the “Committed Sum”) in capital contributions and support to enable the Bidder/Consortium meet its obligations
- (3)

Form of Capital Contribution Support	Total for the Bidder	Member’s Commitment	Percentage
Cash Contributions			
Contingent Cash Contribution			
Guarantees			
Grants			
Total			

- (4) The Committed Sum is subject only to the following conditions:
 - (i) Final Board approval of the Project Agreement and Financial Agreement;
 - (ii) Financial Closer; and
 - (iii) No material adverse change in the financial conditions of the Capital Provider
- (5) The Board of the Capital Provider (or a committee of the Board with delegated authority) has considered and approved:
 - (i) Financial Proposal; and
 - (ii) Financial Profile
 - a) The Board of the Capital provider (having made reasonable and diligent enquiry) believes that the Concessionaire would have the sufficient resources to meet the obligations
 - b) The Board of Capital Provider has considered and approved this letter

NAME OF [BIDDER or CONSORTIUM]

SIGNATURE -----
NAME -----
TITLE -----
DATE -----

Note:

Format III-2B**PRICE PROPOSAL FORMAT
(On the Letter Head of the Bidder)****Authorised Signatory Name**

To,
The General Manager (CDH&NP)
UJVN Limited,
Maharani Bagh, GMS Road,
Dehradun-248001

Sub: "Design, Engineering, Finance, Construction, Development, Operation and Maintenance of Ralam Baisaini Udiyar small Hydro Power Project in Goriganga River valley on Build, Own, Operate and Transfer (BOOT) Basis"

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFQ cum RFP (Document) and subsequent clarifications provided in relation to Project, we hereby provide our Price Proposal

1. Facilitation Charges ₹ 10.00 Lakh (₹ Ten Lakh)

2. Upfront Premium* (to be filled in by the bidder)

* This includes the minimum Threshold Premium payable to GoU @ ₹ 5.00 Lakh / MW detailed in "Policy For Development Of Small Hydro Power Projects In Uttarakhand - 2015".

We confirm that we will submit the above Payments as specified in Points (1), (2) and complete other formalities within time frame as specified in the RFQ cum RFP (Document)

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, will constitute a binding contract between us.

Name of Bidder

Signature of the Authorized Person

Format III-2C**BID SECURITY****[To be issued by a Scheduled Bank]**

This deed of Guarantee is made on _____ day of _____, 200 at _____ by _____ a Scheduled Bank within the meaning of Reserve Bank of India having its Head Office / Registered Office at _____ and interalia a branch office at _____ (hereinafter referred to as Bank / Financial Institution, which expression will, unless it be repugnant to the subject or context hereof, being deemed to include its successors and assign) in favour of UJVNL, Dehradun, having its registered office at Dehradun (hereinafter referred to as UJVNL, which expression unless it be repugnant to the subject or context hereof, be deemed to include its Successors and Assigns

1.[Name of relevant Bidder] ("Bidder"), has in response to the RFQ cum RFP (Document) issued by the Urja Cell submitted a Proposal dated [dated to be inserted] for it to procure the Concession to implement the Project on Design, Engineering, Finance, Construction, Development, Operation and Maintenance on Built, Operate and Transfer (BOT) Basis. (the "Project")
2.[Name of the Bank/Financial Institution] with its registered office at..... absolutely unconditionally and irrevocably guarantees and undertakes to pay UJVNL upon first written demand the sum of ₹ 2.29 Crores (₹ Two Crore Twenty Nine lakh only) (the "Guaranteed Sum") subject to the conditions set out below.
3. [Bank/Financial Institution] undertakes to immediately pay UJVNL without any protest or demur the Guaranteed Sum upon receipt of the first written demand from UJVNL without UJVNL having to substantiate its demand provided that the demand states that the amount demanded is due as a result of the occurrence of one or more of the conditions referred to in Clause 4 below.
4. [Bank/Financial Institution] will be liable to immediately pay to UJVNL the Guaranteed Sum without any deduction to UJVNL, if UJVNL notifies.[Name of the Bank/Financial Institution] in writing that:
 - (a) The Bidder has withdrawn its Proposal on or after the date of Opening of Financial Proposal of the Bid and during the Proposal Validity Period.

- (b) In case the Bidder fails to sign the Implementation Agreement or pay the Project Development Charges or Development Premium or Upfront Premium to GoUK within the stipulated timelines as specified in the RFQ cum RFP (Document).
- (c) In case bidder refuses to accept the corrections of errors in his Bid.
- 5 This Guarantee will remain in force for a period of 180 days from date of submission of Bidding Documents or it may be extended by UJVNL, notice of which extension to the [Bank/Financial Institution] is hereby waived
6. UJVNL is entitled to make any demand under this Guarantee not later than the day this Guarantee ceases to remain in force in accordance with Clause 5.
7. UJVNL is under no obligation to notify [Bank/Financial Institution] of any extension of the Validity Period of the Proposal or the selection of the Bidder as one of the qualified Bidder (s).
9. [Bank/Financial Institution] agrees that it will not assign its obligations under this Guarantee without the prior written consent of UJVNL, and UJVNL will not unreasonably withhold its consent if the Proposed Assignee is of at least equal financial standing to [Bank/Financial Institution] and the Assignee assumes in writing the obligations of [Bank/Financial Institution] under this guarantee in the same manner before the assignment.
10. This Guarantee will be valid and effective upto _____ (Date of validity of the Bank Guarantee) for enabling UJVNL to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor will be obligated to make payment upon the Guarantee forthwith on demand, if the claim is lodged within the Claim Validity Period and the obligation to pay is subject to normal limitation for payment of claims upon a Guarantee. Time is of essence for payment and in the event of failure to make payment, Guarantor will be obligated to pay compound interest at 2% above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided is no excuse for delayed payment or non-payment of the Guaranteed Sum.

11. The Courts at Dehradun will have jurisdiction over all matters arising out of or relating to this Guarantee and the same will be governed by the laws of India.

In witness thereof the [Bank / Financial Institution] has executed this Guarantee on this _____ day of _____ and Year first herein above written.

Signed and Delivered by the above named _____ [Bank / Financial Institution] by its Authorized Signatory as authorized by Board Resolution passed on _____ / Power of Attorney dated _____.

Authorized Signatory

Name

Designation

In Presence of:

1).....

2)

Format III-2D**PERFORMANCE SECURITY**

(To be issued by a Scheduled Bank in India)

[Contract Package No. _____ under (BOT)]

From:

[Name of the Bank, and its Branch Address]

“GoUK vide Letter No. _____ dated _____ issued Letter of Acceptance (LOA) to M/s. _____ (the “Consortium”) for “Design, Engineering, Finance, Construction, Development, Operation and Maintenance of ___ Hydro Power Project in [Insert the name of the Valley/River] on “Build, Operate and Transfer (BOT) Basis” (the “Project”). M/s. _____ has confirmed their acceptance to the said LOA of GoUK vide their Letter No. _____ dated _____. M/s. _____ (the “Concessionaire”) is to enter into the Concession Agreement for undertaking, inter alia, the Project and to perform and discharge all its obligations as laid out.

The Concessionaire is required to give (“Government of Uttarakhand”) a guarantee by a Nationalized/Scheduled/Foreign Bank based in India in the sum of ₹ 11.43 Crores (₹ Eleven Crore Forty Three lakh only) as security for compliance with its obligations under the Implementation Agreement during the Construction Period.

The Guarantor has agreed to give Government of Uttarakhand the abovementioned Guarantee on the terms set out herein.

GUARANTEE

1. We, _____ [Name of Bank] (the “Guarantor”) with its registered office at (Address of Head Office), unconditionally Guarantee to pay Government of Uttarakhand upon first written demand and without any deduction any sum claimed by Govt. of Uttarakhand upto a maximum of (the “Guaranteed Sum”) subject to the conditions set out below;
2. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from Govt. Of Uttarakhand, which will be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to Govt. of Uttarakhand
3. The Guarantor waives any requirement that Govt. of Uttarakhand demand any debt or payment from the Concessionaire before presenting it with a demand under this Guarantee.

4. Govt. of Uttarakhand will notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, in accordance with the Concession Agreement. Such Notification by Govt. of Uttarakhand will be conclusive and binding on the Guarantor.
5. Upon encashment and appropriation of the whole or any portion of the Guaranteed Sum by Govt. of Uttarakhand in accordance with the Concession Agreement, the Concessionaire will be obliged to ensure the replenishment of the existing Guarantee or provide fresh guarantee of the Guaranteed Sum through the Guarantor within the time provided in the Concession Agreement for the same.
6. No underlying dispute as between Govt. of Uttarakhand and the Concessionaire nor any pending application for interim relief or arbitration proceedings or other legal proceedings will constitute any ground for prevention, delay or obstruction for making payment to Govt. of Uttarakhand by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise will not constitute any ground for non-payment on this Guarantee.
7. This Guarantee is valid and effective from its date. This Guarantee and the Guarantor's obligations under it will terminate on the Commercial Operations Date of the Project as advised to the Guarantor in writing by Govt. of Uttarakhand.
8. The Guarantor agrees that its obligation to pay any demand made by Govt. of Uttarakhand before the termination of this Guarantee will continue until the amount demanded has been paid in full.
9. This Guarantee will be valid and effective upto _____ (Date of validity of the Bank Guarantee for Performance Security) for enabling Govt. of Uttarakhand to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor will be obligated to make payment upon the Guarantee forthwith on demand, if the claim is lodged within the Claim Validity Period and the obligation to pay is subject to normal limitation for payment of claims upon a Guarantee. Time is of essence for payment and in the event of failure to make payment, Guarantor will be obligated to pay compound interest at 2% above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided is no excuse for delayed payment or non-payment of the Guaranteed Sum.
10. No change in the constitution of the Concessionaire or of the Guarantor will be a ground for release of the Guarantee and no variation in the Concession Agreement made post selection of the bidder, or post making of the bid, will constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the

Guarantor. The Guarantor will, notwithstanding such change, be bound to make payment upon the Guarantee on demand.

11. The Guarantor agrees that no change, addition to or other modifications to the terms of the Concession Agreement or to any documents, which have or may be made between Govt. of Uttarakhand and the Concessionaire, will in any way release it from any liability under this Guarantee and that it waives any requirement for notice of any such change, addition or modification.

12. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of Govt. of Uttarakhand. Govt. of Uttarakhand will not unreasonably withhold its consent if the proposed Assignee is of at least equal financial standing to the Guarantor and the Assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.

13. All correspondence should be addressed and delivered to the office of Govt. Of Uttarakhand:

**The Secretary (Energy)
Government of Uttarakhand
Uttarakhand Secretariat
Subhash Road,
Dehradun-248001**

14. This Guarantee binds the Guarantor, its Successors and Permitted Assigns.

SEAL OF [THE BANK]

NAME OF [THE BANK]

SIGNATURE
NAME
TITLE
CODE NO.
DATE
PHONE NO
FAX NO