

NARMADA VALLEY DEVELOPMENT AUTHORITY

GOVERNMENT OF MADHYA PRADESH



Request for Qualification

For

**SETTING UP SMALL HYDRO POWER PROJECTS
ON BUILD, OWN, OPERATE & TRANSFER
(BOOT) BASIS AT SITES IDENTIFIED BY
NARMADA VALLEY DEVELOPMENT AUTHORITY**

Issued by

**CHIEF ENGINEER (POWER)
NARMADA VALLEY DEVELOPMENT AUTHORITY
NARMADA BHAVAN, ARERA HILLS, BHOPAL 462011**

NARMADA VALLEY DEVELOPMENT DEPARTMENT
GOVERNMENT OF MADHYA PRADESH

**Request for Qualification (RFQ) for SETTING UP
SMALL HYDRO POWER PROJECTS
ON BUILD, OWN, OPERATE & TRANSFER (BOOT) Basis
At Sites Identified By
NARMADA VALLEY DEVELOPMENT AUTHORITY
in Narmada Basin in Madhya Pradesh**

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

M/s. _____

NOTES:

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

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Table of Contents

1. INTRODUCTION	3
2. INFORMATION AND INSTRUCTION TO BIDDERS	5
2.1 QUALIFYING CRITERIA.....	6
2.2 COLLECTION OF RFQ DOCUMENT	6
2.3 INFORMATION REQUIRED	7
2.4 SUBMISSION OF PROPOSAL BY THE BIDDER	
2.5 DUE DATES.....	8
2.6 METHOD OF SUBMISSION.....	8
2.7 PREPARATION COST.....	9
2.8 ENQUIRIES.....	9
3. EVALUATION CRITERIA	9
3.1 THE BID EVALUATION PROCESS :.....	9
3.2 STEP I - RESPONSIVENESS CHECK	9
3.3 STEP II - BIDDER EVALUATION.....	10
4. FORMAT OF APPLICATION.....	14
<u>ANNEXURE 1 ADDITIONAL INFORMATION TO BIDDER.....</u>	<u>18</u>
ANNEXURE 2 EXECUTIVE SUMMARY.....	21
ANNEXURE 3 DRAFT FORMAT OF COVERING LETTER.....	23
ANNEXURE 4 FORMAT FOR JOINT DEED AGREEMENT AMONG THE BIDDING CONSORTIUM MEMBERS.....	25
ANNEXURE 5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID.....	31
ANNEXURE 6 FORMAT FOR FINANCIAL AND TECHNICAL REQUIREMEN	33
ANNEXURE 7 FORMAT FOR LETTER OF CONSENT.....	41
ANNEXURE 8 DETAILS OF SMALL HYDRO POWER PROJECTS.....	43
ANNEXURE 9 SHP POLICY.....	49
ANNEXURE 10 LIST OF IDENTIFIED SITES AND THEIR SALIENT FEATURES.....	50

INTRODUCTION

The Government of Madhya Pradesh has formulated a new promotional policy notified on 8th August 2006 for development of Small Hydro Power Projects up to 25 MW installed capacity through private sector participation. A copy of the policy document is annexed at **Annexure 9**

Chief Engineer (P), Narmada Valley Development Authority, on behalf of the Narmada Valley Development Authority (hereinafter referred to as NVDA), Government of Madhya Pradesh, wishes to invite RFQ for setting up Small Hydro Power Projects at **Sites Identified by Narmada Valley Development Authority** in Narmada Basin of Madhya Pradesh on BOOT basis. The list of the identified sites and salient features are enclosed as **Annex: 10**. This RFQ document is applicable for Pre-Qualifying the developers applying for Self-Identified Sites also.

The objective of this process is to pre qualify prospective Bidders for development of **SMALL HYDRO POWER PROJECTS** on BOOT basis as per the provisions of the new SHP Policy of the State Government.

Accordingly, NVDA seeks to select competent, experienced and capable party or a consortium of parties (hereinafter referred to as "bidders") who have the necessary technical competence, experience and financial strength for development, execution and running of small hydro power plant/s on a long term basis. NVDA invites responses from individuals/ registered partnership firms, companies and/or any other legal entities either as sole bidder or in the form of a consortium for the said pre-qualification.

All the intending bidders are required to submit information in accordance with the guidelines set forth in this RFQ document. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the project.

The responses to RFQ shall be valid for not less than six (6) months from the last date of submission.

(A) Earnest Money Deposit: (For DPR ready and identified Sites)

- a. All the offers must be accompanied by earnest money amount in Rs. -----
-----in the shape of FDR/STDR/Call Deposit receipt issued by nationalized/schedule bank from Bhopal branch (Local Bank) or Bank Draft of any nationalized/Scheduled bank of MP or other state payable at local bank, in favour of Executive Engineer, Field Division (Power), NVDA, Bhopal shall be acceptable. No interest shall be paid on earnest money.
- b. The EMD shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Bidder(s) by the corresponding period. Any extension of the validity of the EMD shall be provided to NVDA, a minimum of seven calendar days prior to the expiry of the validity of the EMD being extended. NVDA reserves the right to reject the proposal submitted by any Bidder (s) who fails to extend the validity of the EMD in line with provisions of this Clause.
- c. (i) EMD of those bidders who do not pre-qualified shall be returned within a period of 30 days from the date of declaration of the selected qualified bidder.
(ii) EMD of unsuccessful pre-qualified bidder shall be returned within 30 days of the signing of HPDA with successful bidder.

- d. In addition to the above, NVDA will promptly release all Bid Securities in the event NVDA decides to terminate the bidding process for any reason whatsoever

The EMD shall be forfeited by the bidder, at its sole discretion in the following cases:

- The Bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension
- The proposal of the Bidder is determined as being non-responsive due to its being “conditional” or “qualified” or for any other reason, in the opinion of NVDA.

INFORMATION AND INSTRUCTION TO BIDDERS

Qualifying Criteria

Pre-qualification will be based on the “Point Ranking Criteria” regarding the bidder's general and particular track record, technical capabilities, and financial position, specified in the pre-qualification data, as demonstrated by the Bidder's responses in the forms attached to the Letter of Application and other requested documentation.

The bidder must fulfill following minimum financial requirements.

- Internal Resource Generation:** Rs. 0.30 Crore per MW of the maximum capacity of the SHP (specified by the Narmada Valley Development Authority) for which the bidder is applying, computed as five times the maximum internal resources generated during any one year in the last five years business operations;
- Net worth:** Rs. 0.50 Crore per MW of the maximum capacity of the SHP (specified by the Narmada Valley Development Authority) for which the bidder is applying. The above computation shall be derived from any one year of the past three year's annual accounts.
- Annual Turnover:** Rs. 1.20 Crore per MW of maximum capacity of the SHP (specified by the Narmada Valley Development Authority) for which the bidder is applying. The above computation shall be derived from any one year of the past three years annual accounts

Above financial parameter shall be defined and computed in following manner by the Bidder:

- **Internal Resource Generation**

=	Profit After Tax (PAT)
Add:	Depreciation and Amortization
Add:	Decrease in Net Current Assets (excluding cash)
Add:	Any other non cash expenditure (including deferred tax)
Subtract:	Scheduled Loan repayments and increase in net current assets (excluding cash)

Provided, when an existing loan has been repaid through the proceeds of a new loan, then to the extent the proceeds of the new loan have been used to repay the existing

loan, such repayment of existing loan shall not be considered for the purposes of computation of Internal Resource Generation.

- **Net worth**

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

- **Annual Turnover :** Annual Gross Revenue Earned by the Bidder

In addition to above the Bidder must have experience of developing Hydro power projects in the last 10 years whose aggregate capital costs must not be less than the amount equivalent to Rs. 0.75 Crore per MW of the maximum capacity of the SHP (specified by the Narmada Valley Development Authority) for which the bidder is applying. Out of these projects, the capital cost of at least one project should be equivalent or more than Rs. 0.125 Cr. per MW of the maximum capacity of the SHP (specified by the Narmada Valley Development Authority) for which the bidder is applying. For this purpose, capital expenditure on projects that have been completed at least 7 (seven) days before the RFQ submission date shall be considered. Developing Project means successful commissioning of a project in which the Bidder held a equity stake of not less than 26% at the time of commissioning.

TRACK RECORD:

The Bidder is expected to have a sound track record for completion of work and must follow good business practice. Due weight age will be given to the bidders who have received National/International awards or ISO certification in last 5 years. The bidders shall enclose necessary documentary evidence in support of their statements and NVDA has a right to call for additional information or details in this respect.

2.1.5 TECHNICAL CAPABILITY:

The Bidder is expected to have experience in Commissioning of Hydro Power Projects having capacity more than 50% capacity of the project applied as a Project Developer/Owner OR have experience in Design & Planning, Supervision/ Construction of Civil/Electro Mechanical works and Operation & Maintenance of Hydro Power Projects having capacity more than 50% of applied project capacity as a Consultant/ Contractor.

For the purposes of technical and financial criteria only unconsolidated audited annual accounts shall be used. Bidders shall furnish documentary evidence duly certified by qualified auditors in support of their financial capability and technical experience in Annexure 5.

Collection of RFQ document (For DPR ready and identified Sites)

Interested parties can *purchase* the RFQ document along with the detail information required to be submitted by the Bidder, from the Office Of the Chief Engineer (Power, Narmada Valley development Authority, Narmada Bhavan, Arera

Hills, Bhopal by paying a non-refundable payment of Rs. ----- (----- only) in favour of Executive Engineer, Field Division (Power), NVDA, Bhopal on any working days from _____ to _____ between 11.00 hrs and 16.30 hrs.

Information Required

The information in response to this RFQ will be submitted by the Bidder as per the Annexure attached in this document. The information to be submitted for this volume is specified in Chapter 4 (Formats of Application) of this document.

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

The Bidder should note that:

- a) If the Bidder deliberately gives wrong information in its response to RFQ in order to create circumstances for the acceptance of its Bid, the NVDA reserves the right to reject such Bid and/ or cancel the award, if made.
- b) Responses submitted by the Bidder shall become the property of the NVDA and the NVDA shall have no obligation to return the same to the Bidder.

Submission of Proposal by the Bidder

In case of Bids submitted by a consortium of Bidding companies:

The submitted proposal must mention the Lead Member and the Lead Member should designate one person to represent the consortium in its dealings with the Authorized Representative and NVDA. The person designated by the Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the consortium, etc as per the format enclosed at Annexure 4.

Provided, the Member Companies of the Bidding Consortium would be permitted to choose which of the Member Companies (other than the Lead member) would be exempt from joint liability as contemplated in the Joint Deed Agreement. Provided however, the aggregate proposed equity investment commitment of all such Member Companies who are exempt from the joint liability should not exceed 30 % of the total proposed commitment of equity investment of the Bidding Consortium. Provided further, the balance Members of the Bidding Consortium (i.e. Members who are not exempted) will be required to be jointly and severally liable to the extent of 100% i.e. for both their own liability as well as the liability of Members who have been exempted. The submitted proposal shall contain a Joint Deed Agreement entered into between the consortium members, clearly indicating the responsibilities of each consortium member, in the setting up of proposed *Small Hydro Power Projects*. Each member of the consortium shall duly sign the Joint Deed Agreement, making each of the consortium members, individually liable for raising the required funds. In absence of such a document, the Bid would not be considered for evaluation and will be rejected. The submitted proposal should also contain signed letters ("Letter of Consent") submitted by each member of the consortium, stating that the entire proposal has been reviewed and each element of the proposal is agreed to and stating the investment commitment for the envisaged project. Any substantive exception should be addressed in the letter.

Any request for change in the membership of the consortium would be considered only upon the Bidding Consortium making a written application to the Authorized Representative seeking its approval for such change at least 30 days prior to the last date of submission of RFP Bids.. A change in composition of a Consortium (or from Bidding Company to Bidding Consortium) will be permitted only once, provided that the changed Consortium be such that it would have also qualified technically and financially as required by the provisions of the RFQ and provided that the Lead Member, in case of a Consortium, is not being proposed to be changed. No change will be permitted after submission of the Bids in the RFP stage. Further, the Bidding Consortium can participate in the bidding process for a project if any member of the Consortium has purchased the RFQ document for such project. Requirement relating to equity lock-in would be specified in the RFP.

Provided that, if a Bidding Company intends to form a consortium after submission of the RFQ, then the Bidding Company would need to be the Lead Member of such consortium and fulfill all the technical and financial criteria, as specified in the RFQ.

In case of Bids submitted by a Bidding company

The Bidding Company should designate one person to represent the Bidding Company in its dealings with NVDA. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, etc.

The Bidding Company should submit a power of attorney, authorizing the signatory of the Application to commit the Bidder as per format provided in Annexure 4, along with submission of responses of RFQ. At the RFP Stage, the Bidding Company should provide for the Board Resolution committing 100% of equity requirement. Any request for change in the promoters of the Bidding Company, or in responsibilities, or in equity commitments of any promoters is allowed, however, such change must be communicated to NVDA in writing provided however the effective equity holding lock-in requirements of the promoters of the Bidding Company will be specified in the RFP.

The Bidder must furnish the relevant details to meet the qualifying criteria specified in para 2.1

Due dates (For DPR ready and identified Sites)

The Bidder should submit the response online and documents to be submitted manually should reach by 15.00 hrs on _____:

Office of the Chief Engineer (Power), Narmada Valley Development Authority, Narmada Bhawan, 59, Arera Hills, Bhopal 462.003 (M.P.)

Important deadlines are mentioned below:

Date	Event
T ₀	Commencement of Sale of RFQ documents
T ₀ + 15 days	Last date of Sale of RFQ documents
T ₀ + 45 days	Pre Bid Conference
T ₀ + 60 days	Submission of Responses to RFQ and EMD
T ₀ + 90 days	Short listing based on responses to RFQ and issuance of RFP

Method of submission (For DPR ready and identified Sites)

2.6.1 The responses are to be submitted as per the guidelines issued by NVDA.

Preparation cost

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

Bidders may note that

- All the information should be submitted in English language only.
- Responses that are incomplete, which do not substantially meet the requirements prescribed in this RFQ, will be rejected by the NVDA
- Responses containing incomplete information in the specified formats would be liable for rejection.
- Bidders delaying in submission of additional information or clarifications sought may be liable for rejection and forfeited of EMD.
- If the Bidder makes any claim in response to this RFQ, which does not reflect the truth or is material misrepresentation of facts, then the Bid would be liable for rejection and forfeited of EMD.
- NVDA reserves the right to reject all or any of the responses without assigning any reasons whatsoever.

Enquiries

Clarifications could be sought from:

Chief Engineer (Power), Narmada Valley Development Authority Narmada Bhawan, 59, Arera Hills, Bhopal Telephone No (91) (755) 2677510 Fax No (91) (755) 2677535 E-mail ID: <i>cepownvdabho@mp.nic.in</i>	Telephone No (91) (755) 2677510 Fax No (91) (755) 2677535 E-mail ID: <i>cepownvdabho@mp.nic.in</i>
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EVALUATION CRITERIA

The Bid evaluation process comprises of the following two steps:

1. Step I – Responsiveness and prerequisites check
2. Step II – Bidder evaluation

Step I - Responsiveness check

The Bids submitted by the Bidder shall be initially scrutinized to establish “Responsiveness”. The following conditions shall cause the Bid to be “Non-responsive”:

- EMD/Prescribed fees not furnished with RFQ documents.
- Sufficient information not submitted for the Bid to be evaluated and/or information not submitted in specified formats (Chapter 4)
- Bid not including the covering letter as per format in Annexure 2
- Bid submitted by a Bidding Consortium not including the Joint Deed Agreement
- A firm shall submit only one Bid in the same Bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium

3.3 Step II - Bidder evaluation

Bidder evaluation will be carried out considering the information furnished by Bidders as prescribed under Chapter 4 - Format of Application. The applications shall be evaluated on a point system. The points assigned for different requirements & the evaluation criteria for arriving at the overall score of the offers is given in Table 1.

TABLE 1

Parameter		Point Range	Assigned Points	
(A) Financial Capability	1. Internal Resources Generation (Computed as five times the maximum internal resources generated during any of the last five years business operations)	More than or equal to Rs 0.30 Cr per MW but less than Rs 0.60 Cr per MW	5	
		More than or equal to Rs 0.60 Cr per MW but less than Rs 0.90 Cr per MW	8	
		More than or equal to Rs 0.90 Cr per MW	10	
	2. Net Worth (Derived from any of the past three years annual accounts)	More than or equal to Rs 0.50 Cr per MW but less than Rs 1.00 Cr per MW	5	
		More than or equal to Rs 1.00 Cr per MW but less than Rs 1.50 Cr per MW	8	
		More than or equal to Rs 1.50 Cr per MW	10	
	3. Annual Turnover (Derived from any of the past three years annual accounts)	More than or equal to Rs 1.20 Cr per MW but less than Rs 2.40 Cr per MW	5	
		More than or equal to Rs 2.40 Cr per MW but less than Rs 3.60 Cr per MW	8	
		More than or equal to Rs 3.60 Cr per MW	10	
	4. Aggregate capital cost of the Hydro Power Projects developed over the last 10 years	More than or equal to Rs 0.75 Cr per MW but less than Rs 1.50 Cr per MW	5	
		More than or equal to Rs 1.50 Cr per MW but less than Rs 2.25 Cr per MW	8	
		More than or equal to Rs 2.25 Cr per MW	10	
	5. Capital cost of the largest (in financial term) Hydro Power Project developed over the last 10 years	More than or equal to Rs 0.125 Cr per MW but less than Rs 0.250 Cr per MW	5	
		More than or equal to Rs 0.250 Cr per MW but less than Rs 0.375 Cr per MW	8	
		More than or equal to Rs 0.375 Cr per MW	10	
	Max Points			50
	(B) Track Record	1. Completion of Hydro Power Projects in stipulated time	One Hydel Project completed in stipulated time	2
			Two Hydel Projects completed in stipulated time	3
Three or more Hydel Projects completed in stipulated time			5	
2. National/International awards, ISO certification received in last 5 years			5	
Max Points			10	
(C) Technical Capability I. As a Project Developer/Ow	Experience in Commissioning of Hydro Power Electric Projects having capacity	One Hydro Power Project commissioned	20	
		Two Hydro Power Projects commissioned	30	
		Three or more Hydro Power Projects commissioned	40	

ner	more than 50% of applied project capacity		
II. As a Consultant /Contractor	Should have done Design & Planning of Hydro Power Projects	One Project	5
		Two Projects	8
		Three or more Projects	10
	Should have done Supervision/ Construction of Civil Works of Hydro Power Projects	One Project	5
		Two Projects	8
		Three or more Projects	10
	Should have done Supervision/ Construction of Electro Mechanical Works of Hydro Power Projects	One Project	5
		Two Projects	8
		Three or more Projects	10
	Should have done O&M of Power Plants	One Project	5
		Two Projects	8
		Three or more Projects	10
	Max Points		40
Grand Total			100

- **Rs. Cr/MW mentioned in the column “Point Range” means “Rs. Cr/MW of the maximum capacity specified by the Narmada Valley Development Authority/ for which the bidder is applying.**
- **Minimum passing marks in parameter (A) & (C) - 50%**
Qualifying score in aggregate - 60%

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

- The financial requirement to be met by each Member in Bidding Consortium shall be in proportion to the equity commitment by each of them;
- In case the bidder himself does not meet technical experience criteria, he may quote in association with other Company / Companies of repute. In such case the constituents of the consortium shall meet the qualifying requirements for respective items. The bidder shall act as the leader of such consortium
- The Technical and Financial Capability of a particular Company shall not be used by more than one Member of a Bidding Consortium; and

3.3.5 The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 2.1.4 & 2.1.5) and financial capability (mentioned in clause 2.1.2 & 2.1.3) of a Parent or its Affiliates for the purpose of Bid Evaluation. If a Bidding Company or a Member in Bidding Consortium wishes to take benefit of the technical and financial capability of its parent company or its Affiliates, it will have to submit legally binding undertaking supported by a board resolution in the RFP stage from its parent company or its Affiliates that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the parent company or its Affiliates and in the event of any default the same shall be met by the parent company or its Affiliates. Moreover, the Bidding Company or the Consortium Member shall have to

provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Company Secretary and one of the Directors of the Bidding Company / Consortium Member.

3.3.6 Any company will be required to have at least 26% equity either directly or indirectly in the Bidding Company or the Member in the Bidding Consortium to be considered as its parent company. Further, Affiliate means a company that either directly or indirectly controls or is controlled by or is under common control of a Bidding Company (in the case of a single entity) or a Member (in the case of a Consortium) and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

FORMATS OF APPLICATION

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

BIDDER INFORMATION

Definitions

- i) Bidding Company: If the Bid for the proposed project has been made by a single entity, it has been referred to as Bidding Company.
- ii) Bidding Consortium: If the Bid for the proposed projects has been made by more than one entity, then this group of entities has been referred to as a Bidding consortium.
- iii) Member in a Bidding Consortium: Each entity in a Bidding Consortium has been referred as the Member in a Bidding Consortium.
- iv) Lead Member of the Bidding Consortium: There shall be only one Lead Member, which shall be a company committing at least 26% equity stake in the Bidding Consortium.
- v) Bidder: Any Reference to the Bidder includes all the above, jointly and severally, as the context require.

The formats required by the Bidder under Bidder information is attached as Annexure 1 to this document. The Bidder is required to upload following information: online.

Information about the company/consortium

- a) For a Bidding Company
 - i. Last Five year Unconsolidated Audited Annual Accounts for the calculation of Internal Resource Generation from Business Operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, Auditors report).
- b) For a Bidding Consortium
 - i. Name the Lead Member of the consortium {as per Annexure 1}
 - ii. The role of each Member in Bidding Consortium{as per Annexure 1}
 - iii. A letter of consent from each Member committing a specific investment.
 - iv. A signed Joint Deed Agreement between the Members in a Bidding Consortium {as per Annexure 3}

- v. For each Member in Bidding Consortium,
 - Last five year Unconsolidated Audited Annual Accounts for the calculation of Internal Resource Generation from Business Operations (consisting of unabridged Balance Sheet, P&L account, profit appropriation, Auditors report).

Checklist for Bidders

The Bidder may use the following checklist to ensure that the Bid/response/ proposal is complete in all respects:

- Earnest Money Deposit
- Covering Letter
- Joint Deed Agreement between Members in Bidding Consortium
- Letter of consent from all Members in Bidding Consortium.
- Annual Reports for last five years for all companies
- Initialing of all pages of Bid by authorized signatory
- Executive Summary
- Last year Annual Accounts of Bidding Company or each of the Member in case of a Bidding Consortium

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



ANNEXURE - 1

SPECIAL CONDITION OF RFQ TO BIDDER

Special Condition of RFQ

1. Earnest Money Deposit (EMD):

- a. The bidder shall pay Earnest Money Deposit as mentioned below along with the RFQ document. The RFQ document without the payment of Earnest Money Deposit shall be summarily rejected.
- b. All the offers must be accompanied by earnest money amount in Rs. _____ (Rs. _____) in the shape of FDR/STDR/Call Deposit receipt issued by nationalized/schedule bank from Bhopal branch (Local Bank) or Bank Draft of any nationalized/Scheduled bank of MP or other state payable at local bank, in favor of Executive Engineer, Field Division (Power), NVDA, Bhopal shall be acceptable. No interest shall be paid on earnest money.
- c. The EMD shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Bidder(s) by the corresponding period. NVDA reserves the right to reject the proposal submitted by any Bidder (s) who fails to extend the validity of the EMD in line with provisions of this Clause.
- d. (i) EMD of those bidder who do not pre-qualified shall be returned within a period of 30 days from the date of declaration of the selected qualified bidder.
(ii) EMD of unsuccessful pre-qualified bidder shall be returned within 30 days of the signing of HPDA with successful bidder.
- e. In addition to the above, NVDA will promptly release all Bid Securities in the event NVDA decides to terminate the bidding process for any reason whatsoever

The EMD shall be forfeited if:-

- The Bidder withdraws or modifies his bid during the period of validity of bid.
 - Fails to submit sufficient documents in support of the financial and technical capability and.
 - Any of the documents submitted is found to be false.
2. No case, whether criminal or otherwise should be pending against the bidders in any court of law in India to be eligible for the Project.
 3. Any bidder, who has been blacklisted by any Government agency, anywhere in India, shall not be eligible to participate in the bidding process for the Project.
 4. **Clarification on RFQ:** A prospective Bidder requiring any clarification on the RFQ document may notify NVDA in writing or facsimile. Bidder should send in their queries at least 10 days prior to Proposal Due Date of pre bid.
 5. **Pre-Bid Conference:** A Pre-Bid Conference might be held in order to clarify and discuss any provisions or requirements related to the Project, this RFQ document or any other related issue with the interested bidders, who have purchased the RFQ document.

Attendance of Bidders at the Pre-Bid Conference is not mandatory. However, subsequent to the meeting, NVDA may not respond to the questions or inquiries from any party who has not attended the pre-bid meeting, at its own discretion and not purchased the RFQ document.

All questions to be raised at the Pre-Bid Conference should be submitted to NVDA in writing or facsimile or electronic mail at least five working days before the

date of the Pre-bid meeting and a soft copy of the same shall be e-mailed at the address listed in Clause 2.2.4 of this Section. Inquiries/observations/ comments received after the aforesaid time limit will not be addressed during the Pre-Bid Conference

NVDA at its discretion may respond to inquiries submitted by the conference attendees after the date of the Pre-bid meeting. Such response will be sent in writing to all the parties who have purchased the RFQ document and such response will qualify as an “addendum”.

6. Amendment of RFQ Document: On the basis of the inputs provided by Bidders during Pre-bid conference and any further discussions with any/all bidders, which NVDA may hold at its own discretion, the RFQ document may be amended. Such amendments shall be intimated in writing by NVDA which will qualify as an “Addendum”

At any time prior to the deadline for submission of Proposals, NVDA may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFQ document by way of issuance of an “Addendum”

The Addendum will be sent in writing to all the parties, who have purchased the RFQ document and Notification of Intent to Bid and will be binding on them. Each such Addendum shall become part of the RFQ document. The bidders shall promptly acknowledge receipt thereof to NVDA.

Note:1. Incentive policy for Small Hydro Power Projects in Madhya Pradesh 2006 is a part of this RFQ document for all purposes.

Note:2. The details of----- and salient features thereof are annexed at Annexure 8.

ANNEXURE - 2

EXECUTIVE SUMMARY

Executive Summary

1.1.a Name of the Bidding Company/ Bidding Consortium

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

1.2 Details of the Bidding Consortium

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

1.3 Details of the contact person

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

Signature _____

For

Bidder's Rubber Seal and Full Address

ANNEXURE - 3

DRAFT FORMAT OF COVERING LETTER

DRAFT FORMAT OF COVERING LETTER

Bidder's Name:
Full Address:
Telephone No.:

E-mail address:
Fax / No.:

To
Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal

Sub:- Setting up _____ on BOOT basis.

Ref:- Bid Specification No.

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFQ documents for setting up _____ at _____ District in the State of Madhya Pradesh, hereby submit our response.

CONTACT PERSON

Details of contact person are furnished as under:

Name
Designation
Company
Address
Phone Nos.
Fax Nos.
E-mail address

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

Dated the _____ day of _____ of 2008

The period of validity of the response to RFQ shall not be less than six (6) months from the date of submission.

Thanking you,

Yours faithfully,

(Signature, Name, Designation and Company's Seal)
Business Address:

Name and address of principal Officer.
(On Non-Judicial Stamp Paper of Appropriate Value)

ANNEXURE - 4

FORMAT FOR JOINT DEED AGREEMENT AMONG THE BIDDING CONSORTIUM MEMBERS

FORM OF JOINT DEED AGREEMENT BETWEEN
M/S....., M/S.....,
M/S..... AND M/S.....
FOR (-----)
AS PER SECTION 2.4.1.2 OF REQUEST FOR QUALIFICATION (RFQ)
BID DOCUMENT NO. (-----)

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

WHEREAS, the NVDA had invited Bids for Qualification vide its Bidding Document no (RFQ Document No.)

AND WHEREAS Section 2.4.1.2 of the RFQ document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the NVDA wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged project.

AND WHEREAS Section 2.4.1.2 of the RFQ document also stipulate that a Consortium Member shall provide along with the Bid, a Joint Deed Agreement as per prescribed format whereby the Consortium Members whose strength has been offered for evaluation, undertake to be jointly and severally liable for contributing to the proposed equity investment commitment of the Bidding Consortium ('Proposed Total Commitment').

AND WHEREAS the Bid has been submitted to the NVDA vide proposal no. dtd..... in accordance with the relevant provisions of RFQ.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the Award of the Contract(s) by the NVDA to the Consortium, we the members of the Consortium and partners to the Joint Deed

Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the RFQ for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here)..

2. (i) The parties hereto agree that the following Members of the Bidding Consortium shall be exempt from joint liability for contribution to the equity investment obligation of other Members, as envisaged under this Agreement.
 [Insert name of Member Companies who would not be jointly liable along-with their proposed equity investment]
 Although the aforesaid members are not jointly liable, they would be severally liable for the respective obligations undertaken by them.

- (ii) The parties hereto agree that the following Members of the Bidding Consortium shall be jointly and severally liable for contribution to the equity investment obligation.
 [Insert name of Member Companies who would be jointly liable along-with their proposed equity investment]
 (The aforesaid Member Companies are hereinafter referred to as" Jointly Liable Members")

- (iii) Notwithstanding anything contrary contained in this Agreement, the Jointly Liable Members shall always be jointly and severally liable for the equity investment obligations of all the Consortium Members i.e the Jointly Liable Members shall be liable for both their own liability as well as the liability of Members who have been exempted.

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

3. The Lead Member shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective equity obligations. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged inter alia in para 1 herein above.

4. Subject to the terms of this Agreement, the share of each Member of the consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) is/shall be in the following proportion: (if applicable)

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

5. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
6. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Jointly Liabile Members shall be liable for the consequences thereof jointly and severally.
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of joint and several responsibilities of the Jointly Liabile Members under these presents.
8. It is further specifically agreed that the financial liability for equity contribution of each of the Jointly Liabile Members shall, not be limited in any way so as to restrict or limit their liabilities. All the Jointly Liabile Members would be jointly and severally liable irrespective of their scope of work or financial commitments.
9. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
10. It is hereby agreed that in case of an award of contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of NVDA, as stipulated in the Bidding documents (RFQ/RFP), jointly, on behalf of the consortium members, in favour of the NVDA.
11. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the NVDA.
12. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFQ/RFP and for the purposes of the project.
13. It is hereby expressly understood between the partners to this joint Deed agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of NVDA.

This Joint Deed Agreement

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

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

For M/s
(Partner 1)

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

For M/s
(Partner 2)

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

For M/s
(Partner 3)

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

For M/s
(Partner 4)

4. Common Seal of M/s.....
.....
have been affixed in my/
our presence pursuant to
Board/Board of Directors Resolution
dated

(Signature of the authorised
representative)

Name.....

Signature.....

Designation.....



ANNEXURE - 5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of _____ in District _____ M.P. in the country of India, including signing and submission of all documents and providing information / responses to NVDA, representing us in all matters before NVDA, and generally dealing with NVDA in all matters in connection with our bid for the said Project.

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

For _____

Accepted

.....(signature)

(Name, Title and Address)
of the Attorney

Note:

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

ANNEXURE - 6

FORMATS FOR FINANCIAL AND TECHNICAL REQUIREMENT

DRAFT FORMAT FOR FINANCIAL REQUIREMENT – INTERNAL RESOURCE GENERATION.

To

Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal – 462 011

Sub:- Setting up ----- on BOOT basis.

Ref:- Bid Specification No

Dear Sir,

We certify that the bidding company / Bidding Consortium had Internal Resource Generation is Rs. _ _ _ Crore, computed as five times the maximum internal resources generated during any of the last five years business operations. This Internal Resource Generation has been calculated as per the instructions provided in the RFQ.

Exhibit (I): Applicable in case of Bidding Company.

For the above calculations, we have considered the following companies for period Financial Year 200..

Name of company	Relationship with bidding Company	Internal Resource Generation (Rs.Crore)

Exhibit (ii) : Applicable in case of Bidding Consortium

Exhibit (ii) (a): To be filled for each Member Company separately.

Name of Member:

Internal Resource Generation Requirement to be met by Member in Proportion to the Equity Commitment : Rs.....crore (Equity Commitment (%) * Rs._ _ _crore

Year Considered for the Member:

Name of Company	Relationship with Member	Internal Resource Generation (Rs. crore)	Five times the Internal Resource Generation (Rs.crore)
Company 1			
	Total		

Exhibit (ii) (b): To be filled for Bidding Consortium.

Name of Member Company	Equity Commitment (%)	Internal Resource Generation Requirement to be Met by Members in proportion to the Equity Commitment (Rs. crore)	Internal Resource Generation of Members (Rs. crore)	Whether the Member Meets the Internal Resource Generation Requirement.
Member 1				Yes/No
-				Yes/No
-				Yes/No
Total Internal Resource Generation of Consortium for Financial Qualification Criteria.				

Signature of Company Secretary

Signature and Seal of Auditors

(Please also affix company seal)

Date:

Note:

1. The above response sheet should be signed and certified as true by the Company Secretary and auditor appointed by the Bidding company or Lead Member, in case of a Consortium. The Auditor must be a qualified Chartered Accountant.
2. Along with the above format, in a separate sheet, please provide details of computation of Internal Resource Generation.

DRAFT FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

To

Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal – 462 011

Sub:- Setting up ----- on BOOT basis.

Ref:- Bid Specification No

Dear Sir,

We certify that the bidding company / Bidding Consortium had a minimum Net worth of Rs. _ _ _ Crore or, based on one of the last three years annual accounts. This Net worth has been calculated as per the instructions provided in the RFQ.

Exhibit (I): Applicable in case of Bidding Company.

For the above calculations, we have considered the following companies for period Financial Year 200..

Name of company	Relationship with bidding Company	Networth (Rs.Crore)

Exhibit (ii) : Applicable in case of Bidding Consortium

Exhibit (ii) (a): To be filled for each Member Company separately.

Name of Member:

Networth Requirement to be Met by Member in Proportion to the Equity Commitment :
Rs.....crore (Equity Commitment (%) * Rs. _ _ _ _ crore

Year Considered for the Member:

Name of Company	Relationship with Member	Networth (Rs. crore)
Company 1		
-		
-		
	Total	

Exhibit (ii) (b): To be filled for Bidding Consortium.

Name of Member Company	Equity Commitment(%)	Networth Requirement to be Met by Members in proportion to the Equity Commitment (Rs. crore)	Whether the Member Meets the Networth Requirement.
Member 1			Yes/No
-			Yes/No
-			Yes/No
Total Networth of Consortium for Financial Qualification Criteria.			

Signature of Company Secretary

Signature and Seal of Auditors

(Please also affix company seal)

Date:

Note:

1. The above response sheet should be signed and certified as true by the Company Secretary and auditor appointed by the Bidding company or Lead Member, in case of a Consortium. The Auditor must be a qualified Chartered Accountant.
2. Along with the above format, in a separate sheet, please provide details of computation of Net worth.

DRAFT FORMAT FOR FINANCIAL REQUIREMENT – TURNOVER.

To

Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal – 462 011

Sub:- Setting up ----- on BOOT basis.

Ref:- Bid Specification No

Dear Sir,

We certify that the Bidding Company / Bidding Consortium had a minimum Turnover of Rs. _ _ _ Crore based on one of the last three years annual accounts. This Turnover has been calculated as per the instructions provided in the RFQ.

Exhibit (I): Applicable in case of Bidding Company.

For the above calculations, we have considered the following companies for period Financial year 20...

Name of company	Relationship with Bidding Company	Turnover (Rs. crore)
Company 1		
	Total:	

Exhibit (ii) : Applicable in case of Bidding Consortium

Exhibit (ii) (a): To be filled for each Member Company separately.

Name of Member:

Turnover Requirement to be Met by Member in Proportion to the Equity Commitment
Rs.....crore (Equity Commitment (%) * Rs._ _ _ crore)

Year Considered for the Member:

Name of Company	Relationship with Member	Turnover (Rs. crore)
Company 1		
-		
-		
	Total	

Exhibit (ii) (b): To be filled for Bidding Consortium.

Name of Member Company	Equity Commitment (%)	Turnover Requirement to be Met by Members in proportion to the Equity Commitment (Rs. crore)	Whether the Member Meets the Turnover Requirement.
Member 1			Yes/No
-			Yes/No
-			Yes/No
Total Turnover of Consortium for Financial Qualification Criteria.			

Signature of Company Secretary

Signature and Seal of Auditors

(Please also affix company seal)

Date:

Note:

1. The above response sheet should be signed and certified as true by the Company Secretary and auditor appointed by the Bidding Company or Lead Member, in case of a Consortium. The Auditor must be a qualified Chartered Accountant.
2. Along with the above format, in a separate sheet, please provide details of computation of Turnover.

DRAFT FORMAT FOR TECHNICAL REQUIREMENT.

To

Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal – 462 011

Sub:- Setting up ----- on BOOT basis.

Ref:- Bid Specification No

Dear Sir,

We certify that the Bidding Company / Bidding Consortium has experience of developing projects in the last 10 years whose aggregate capital costs is not less than Rs. _ _ _ _ Crore. Out of these projects, the capital cost of at least one project is Rs. _ _ Crores. This Technical Requirement has been calculated as per the instructions provided in the RFQ on the basis of following projects.

Name of bidding company / Lead member or their Parent Company or their Affiliate.	Relationship with bidding company / Lead Member	Project Name	Nature of Project .	Project Cost (Rs. Crore)	Year of Completion.
		Project 1			
		-			
		-			
Total					

Signature of Company Secretary

Signature and Seal of Auditors

(Please also affix company seal)

Date:

Note: The above response sheet should be signed and certified as true by the Company Secretary and Auditor appointed by the Bidding Company or Lead Member, in case of a Consortium. The Auditor must be a qualified Chartered Accountant.

ANNEXURE - 7

FORMAT FOR LETTER OF CONSENT

FORMAT FOR LETTER OF CONSENT.

To

Chief Engineer (Power),
Narmada Valley Development Authority
Narmada Bhavan, 59, Arera Hills,
Bhopal – 462 011

Sub:- Setting up -----on BOOT basis.

Ref:- Bid Specification No

Dear Sir,

We, the undersigned Member of.....(Inset name of the Bidding consortium) have read, examined the understood the RFQ documents for setting up SHP at ----- District in State of Madhya Pradesh on BOOT basis. We hereby confirm our concurrence with each element of the Proposal / Response including in particular the Joint Deed Agreement submitted by --- (Inset name of the Bidding consortium) in response to the RFQ documents.

We hereby confirm our commitment to participate in the said bidding consortium and invest% of the issued and paid up equity share capital as per the terms of the Joint Deed Agreement....(Inset name of the bidding Consortium).

The period of validity of this letter shall not be less than six (6) months from the last date of submission.

CONTACT PERSON.

Details of contact person are furnished as under:-

Name
Designation
Company
Address
Phone Nos.
Fax Nos.
E-mail address.

Datedday of..... of 200

Thanking you,
Yours faithfully,

(Signature., Name, Designation of Authorized Signatory and Company's Seal)
Business Address.

ANNEXURE - 8

DETAIL OF -----MW PROJECT

PROJECT INFORMATION

1. BACK GROUND :-

ANNEXURE - 9

SHP POLICY

**INCENTIVE
POLICY FOR THE
DEVELOPMENT
OF SMALL
HYDRO-POWER
PROJECTS IN
MADHYA
PRADESH**

2006

**GOVERNMENT OF MADHYA PRADESH
WATER RESOURCES DEPARTMENT**

1.0 PREAMBLE:

1.1 Hydro-electric power is one of the cleanest and most viable renewable sources of energy. Madhya Pradesh Government has been constantly promoting setting up of non-conventional power plants, including hydro, through various policies, incentives and agencies specially created for this purpose. The policies formulated so far by the State Government had been all encompassing and applicable to all kinds of non conventional power producing sources like, Wind, Bio mass, Solar, Municipal Solid Waste and Hydro.

1.2 While there has been considerable increase in the generating capacity from non-conventional power sources like the Wind and biomass, there has been no significant progress, barring one or two units, in the Hydropower sector.

1.3 Estimated potential for generation from Small Hydro-power Projects (SHPs) is 15000 MW in India, out of which MP's estimated potential is 410 MW. Despite various promotional schemes and measures, MP could set up only 41 MW of SHPs which is only 2.42% of National installed capacity of 1693 MW. GoI aims to provide 10% of gross power generation in the country through Non conventional energy sources by the year 2012. Therefore MP has to travel very long distance to make up the deficit in the small hydro power sector.

1.4 At present the SHPs in the State are governed by the policy of the State Government announced on 26.09.1994 amended time to time applicable to all the non-conventional power sources.

(Annexure -2)

1.5 In view of the still untapped large potential of hydropower within the State, it is imperative that a new more specific, comprehensive and liberal promotional policy regarding SHPs be enunciated to rapidly harness this potential.

1.6 Therefore this new policy has been framed with the aim to address the needs of SHP sector on all the aspects including the allotment of projects taking in to consideration the changed legal and regulatory framework governing electricity generation/distribution.

2.0 Scope:

2.1 This new policy shall apply to all the SHPs up to 25 MW capacity which have been identified for being set up by the Water Resources Department (WRD)/Narmada Valley Development Authority (NVDA)/ Madhya Pradesh Power Generation Company Limited (MPPGCL) and/or any other State agency that may be undertaking this task, or a private developer. This policy shall also apply to all the projects, which had been allotted by the erstwhile Madhya Pradesh Electricity Board (MPEB) now Madhya Pradesh State Electricity Board (MPSEB) and which are yet to attain the stage of commercial production.

2.2 These SHPs can be Captive Power Projects (CPP), as also Independent Power Projects (IPP). A Captive Power Project shall have the same meaning as defined in section 2(8) read with Section 9 of the Electricity Act, 2003 and as detailed in Electricity Rules, 2005 notified by the Government of India, Ministry of Power on 8th June 2005.

2.3 The list of identified SHPs up to an estimated generating capacity of 25 MW will be notified by the WRD and NVDA. This list shall be continually updated on identification of more sites. The jurisdiction of WRD will extend to all irrigation

projects as well as river system within the state. Similarly the jurisdiction of NVDA will extend to all major irrigation/hydel power projects including those under execution or proposed to be executed within Narmada basin.

2.4 Those sites, which have not been identified by any of the Government agencies and are instead identified by a private developer shall be treated as Self Identified sites and dealt separately under the provisions of this policy.

2.5 Though this policy is primarily intended for private sector participation, any Government or Semi Government organization of the State or Union Government is equally eligible to avail the benefits of this policy.

3.0 THE REGULATORY FRAMEWORK:

3.1 The Electricity Act 2003 has been promulgated and has come into application from June 2003. Under the provisions of the Act, any agency is free to set up generating plants for production of power and the producer of the energy is vested with a right to “Open Access” to the transmission facilities.

3.2 The Madhya Pradesh Electricity Regulatory Commission (MPERC) has been functioning since 1999 and orders/regulations passed by this commission from time to time are applicable to the provision of this policy. Similarly policies enacted by GoI from time to time regarding energy sector will also be applicable to the provision of this policy. In case of any inconsistency between the provision of this policy and orders/regulations issued by MPERC, the orders/regulations of MPERC shall prevail.

4.0 OBJECTIVES OF THE POLICY.

The objectives of the policy are:

- i. To promote generation of green power through small hydropower projects with private sector participation.
- ii. To define the incentives and benefits available to a private sector participant in the sector.
- iii. To create a favorable environment for promoting the sector.
- iv. To lay down the framework for the implementation of the policy.

5.0 NODAL AGENCY.

The nodal agency designated for ensuring the implementation of this policy shall be the WRD, NVDA & MPPGCL respectively for projects in their jurisdiction. However for selection of developer of SHPs, MPPGCL will formulate its own norms and procedures.

PART A: POLICY GUIDELINES

A1.0 Operative Period:

A 1.1 This policy shall become operative from the date of notification in the MP State Gazette, and shall continue to be effective till it is revised/withdrawn/amended or cancelled.

A 1.2 All the projects allotted or to be allotted under this policy shall be on Build, Own, Operate & Transfer (BOOT) basis. The BOOT period, which shall start from the Commercial Operation Date (COD) of the project shall be of 30 years or the life of the project whichever is earlier. At the end of the BOOT period the entire project including its assets relating to water structures and power generation shall be transferred to the

State Government free of cost. However, in case the land of project site has been privately acquired by the developer, it shall be transferred to the State Government on payment of cost of land at prevailing market rate determined by the Collector of the district where the project is located.

A 1.3 However at the end of BOOT period, the State Government may consider inviting fresh bids from the interested parties for Operation & Maintenance of the project for a period of 5 years at a time on the same criteria of selection on which the project was originally allotted, subject to the offer not being less than the terms and conditions on which the project was allotted to the original developer.

A2.0 Selection Process:

A2.1 Project Clearance & Implementation Board (PCIB):

A2.1.1 In order to facilitate expeditious implementation of this policy & expedite the selection process, the PCIB constituted by the State Govt. under the chairmanship of Chief Secretary shall have full powers for the following with respect to SHPs under WRD/NVDA:-

- (i) to determine the norms & procedures for short-listing & selection of developers of SHPs, including bid documents,
- (ii) to select the developers for SHPs in accordance with norms & procedures,
- (iii) to finalize terms & conditions of the Hydro Power Development Agreement (HPDA) to be executed between GoMP & developers,
- (iv) to approve lease of Government land to the developer of SHP as per the provisions of the policy,
- (v) to approve incentives, monetary or otherwise available to the developer of SHP as per the provisions of this policy,
- (vi) to approve any interpretation/explanation/ classification/amendment of this policy proposed by WRD/NVDA.

PCIB will periodically review the progress of the implementations of this policy.

A2.2.0 Procedure for selection of developers for SHPs:

A2.2.1 The SHPs are categorized as follows:

1. Projects where a Detailed Project Report (DPR) has already been prepared by the concerned Department of the State Government.
2. Projects for which only potential sites have been identified by WRD/NVDA but no DPR has been prepared.
3. Projects for which neither DPR has been prepared nor sites have been identified.

A2.2.2 The procedure for selection of the developers shall be as under:

- i) The projects to be offered for development through private sector participation are being listed and the list shall be published/available on the respective web site of the WRD/NVDA. The list may be updated based on fresh information/sites being available. Projects shall be offered out of these sites through public invitation process for CPP as well as IPPs. In case of both IPP & CPP, the developer shall have the option of setting up the project under a Special Purpose Vehicle (SPV) as defined in the Electricity Rules under EA 2003.

ii) The bidding criterion shall be pre qualification based on technical and financial capabilities as well as past experience, and the quantum of energy that each bidder is willing to offer free of cost to WRD/NVDA.

iii) The minimum free power to be offered for the projects shall be as under:

Serial No.	Estimated Installed Capacity	Free power as % of actual total generation minus Auxiliary Consumption
1.	Upto 5 MW	5%, with exemption of 3 years from the COD
2.	More than 5MW & up to 10 MW	8%, with exemption of 2 years from the COD
3.	More than 10 MW up to 25 MW	10%, with exemption of 1 year from the COD

iv) The bidders shall quote their bids accordingly along with an earnest money deposit to be specified in case of each project by the concerned nodal department.

v) The bidding process shall be time bound and the successful bidder shall be intimated of his selection by issue of a Letter of Permission (LoP). The issue of this LoP shall entitle the bidder to take up preparation of a Techno -Economic Feasibility Report (TEFR). All the relevant data and information with the WRD, NVDA and MPPGCL shall be made available to the successful bidder immediately and without any cost. On the approval of TEFR, a Letter of Allotment (LoA) will be issued to the bidder, and a HPDA will be signed between State Government and the developer.

A2.3.0 Bidding Process where DPR is available:

i) When the offer is called for setting up of a project the developers shall submit their request for pre qualification along with offer for free supply of power. The criteria for pre-qualification and individual weightage assigned to each criterion shall be specified in the bid document. For pre qualification, apart from the technical and financial strengths due importance shall be given to the bidders having experience of developing and running similar projects. The free power offer bids of only pre-qualified bidders shall be opened and the bidder who offer highest quantum of free power above minimum benchmark will be selected for developing the project.

ii) The selected bidder shall have to pay the cost of DPR prepared by the Government at such rates as may be decided by WRD/NVDA.

A2.4.0 Bidding Process where DPR is not available:

i) When the offer is called for setting up of a project, the first invitation shall be for pre-qualification. The criteria for pre-qualification and individual weightage assigned to each criterion shall be specified in the bid document. Apart from the technical and financial strengths due importance shall be given to the bidders having experience of developing and running similar projects.

ii) Among the pre-qualified bidders, selection of the strongest bidder will be done based on the technical and financial capability and past experience in executing and/or running similar projects.

iii) On payment of a prescribed fee a Letter of Intent (LoI) granting the right to the selected bidder to take up the preparation of a DPR shall be issued immediately. The letter will also specify the time within which the bidder has to prepare a DPR for

ascertaining the viability of the project. The time frame for preparation of such DPR shall be generally 12 months extendable further by another six months. In case of exigencies or any special circumstances the PCIB may consider further extension of time for preparation of the DPR in its absolute discretion.

iv) After the finalization of DPR bidder shall submit it to the WRD/NVDA along with his offer for supply of free power subject to the minimum as per the norms of this policy.

v) WRD/NVDA shall, on receipt of such DPR and offer for free power invite bids from other pre qualified bidders within a stipulated time frame, for quantity of free supply of power. The initially selected bidder shall, in such cases, have the first right of refusal by equaling the highest bid that has been received through this public invitation.

vi) In the event of the initially selected bidder not willing to match the highest bid, the highest bidder will be selected for developing the project and he shall be obliged to reimburse the cost of preparation of the DPR that would have been incurred by the initially selected bidder. This cost shall be specified in the DPR and/or the document inviting participation from the pre-qualified bidders.

vii) Under any circumstance (whether the project is viable or not) the bidder is not entitled for any claim or compensation from the Government for expenditure that he has made on investigations, preparation of DPR and its scrutiny, etc.

A2.5.0 Selection Process in case of Self Identified Sites:

i) Any developer is free to come forward with the proposal for development of SHP at a site not identified in any of the lists published by WRD or NVDA. Such sites shall be treated as self identified sites.

ii) On receipt of an offer from a developer for a self identified site, and on payment of a prescribed fee, WRD/NVDA will ascertain that he meets the requisite pre-qualification bench mark, and on satisfaction, seek the approval of the developer by the PCIB. In case of multiple offers for the same site the principle of first come first serve shall apply. A Letter of Intent granting a right to the developer for taking up preparation of DPR shall be issued immediately. This letter shall also specify the time within which the developer has to prepare and submit for approval the DPR for ascertaining the viability of the project. The time frame for preparation of such DPR shall be generally 12 months extendable further by another six months. In case of exigencies or any special circumstances the PCIB may consider further extension of time for preparation of the DPR in its absolute discretion.

iii) Such developer, when submitting the DPR, shall also give his offer for supply of free power subject to the minimum as per the norms of this policy.

iv) WRD or NVDA shall, on receipt of such DPR and offer for free power will invite bids from others for pre-qualification as well as offer of free power within a stipulated time frame. The initial developer who prepared the DPR, shall in such cases, have the first right of refusal by equating the highest bid that is received through this public invitation.

v) In the event of the initial developer not willing to match the bid, the highest bidder will be selected to develop the project; and the selected bidder shall be obliged to reimburse the cost of preparation of DPR that would have been incurred by the initial

developer. This cost shall be specified in the DPR and/or the document inviting participation from other pre-qualified bidders.

A3.0 Development of Projects

- i) On the selection of the bidder for the project, a Letter of Permission (LoP) will be issued to him for preparation of Techno Economic Feasibility Report (TEFR).
- ii) Based on the DPR, the work of preparation of TEFR shall be undertaken by the selected bidder immediately on receipt of the LoP by making necessary investigations, by studying data information available with WRD/NVDA or any other State agency and by drawing his own inference.
- iii) The selected bidder has to understand and agree that the primary purpose of the reservoirs is that of facilitating irrigation/domestic or industrial demands and the water releases shall be strictly scheduled to meet these requirements. It shall be the endeavor of the WRD/NVDA to co-ordinate the releases in such a manner as to maximize the energy generation without compromising on the requirements of the primary users of the released water.
- iv) If the selected bidder is satisfied about the techno-economic viability of the project he shall submit the TEFR to WRD/NVDA within three months from the date of LoP along with the processing fees as indicated hereinafter.

Serial No.	Estimated Installed Capacity	Processing Fee*
		Rs. In Lacs
1.	Up to 5 MW	1.00
2.	More than 5MW & up to 10 MW	2.00
3.	More than 10 MW up to 25 MW	5.00

* The fee can be revised by the PCIB from time-to-time.

- (v) Under any circumstance (whether the project is viable or not) the selected bidder is not entitled for any claim or compensation from the Government for expenditure that he has made on investigations, preparation of TEFR and its scrutiny, etc.

A3.1.0 Approval of TEFR by WRD/NVDA

A3.1.1 The TEFR submitted by the selected bidder (here onwards called ‘developer’) shall be approved by the WRD/NVDA after ensuring the following.

- i) It is consistent with the requirement of domestic/irrigation/industrial water, navigation, flood control or any other public purpose.
- ii) It proposes to exploit the full potential of the site in terms of generation of power. Generally no phase wise development shall be allowed and the developer would be expected to develop the full site to its potential in one phase only. However, PCIB may permit phase wise development in case of technical compulsions in which case its decision on the matter shall be final.
- iii) It meets the norms regarding dam design and safety.

A3.2.0 On being satisfied that all the conditions as per A3.1.1 have been met, WRD/NVDA shall issue LoA to the developer within 8 days of receipt of the TEFR or submission of clarification as may be sought by the WRD/NVDA. The developer shall deposit a performance security with WRD/NVDA and sign the HPDA within a period of 30 days of issue of the LoA. The performance security shall be 2% of the estimated cost of the project and may be in the form of a Bank Guarantee by a Schedule Bank acceptable to WRD/NVDA or cash security by way of a Demand Draft.

A3.3.0 Clearance and Approvals:

1.) On signing of the HPDA, the developer shall seek and obtain all the necessary approvals and also arrange for financial closure within a period of 12 months after signing of the HPDA. This period can be extended by the PCIB on case to case basis if it is satisfied that the reasons for delay are beyond the control of the developers. WRD/NVDA shall extend all possible assistance for obtaining such approvals but the primary onus of obtaining such permissions is that of the developer. In case of failure to obtain the approvals and the financial closure within the prescribed period, the HPDA shall stand automatically cancelled and the performance security shall be forfeited. In case the project can not be set up for want of an approval from the State or the Central Government, the security shall not be forfeited.

2.) The project shall be made operational within the time frame mentioned below from the date of signing the HPDA.

Installed Capacity	Commissioning
Upto 5 MW	30 Months
More than 5MW & upto 10 MW	36 Months
More than 10 MW up to 25 MW	40 Months

Note : In case, PCIB period of 12 months for obtaining approvals closure, the commissioning period mentioned in the table above will be extended accordingly.

In extends the months for necessary and financial

3.) The project development milestone up to the COD shall form part of the HPDA and may be reviewed at a specific request of the developer by WRD/NVDA based on any exigencies that may arise during the development of the project. On successful commissioning of the project within the stipulated period, the security deposit shall be refunded/released with the approval of PCIB.

4.) In the event of delay in commissioning of the Project as per the project development milestone for reasons attributable to the Developer except force majeure, the Developer will be required to compensate the loss of free power to Government of M.P. for the delayed period as per the projected power generation in the DPR during this period. The loss should be compensated in form of equivalent quantity of free power after the start of commercial operation over and above the committed free power as per agreement.

5.) If the Developer is able to commission the project before the schedule COD the developer shall be entitled for incentive @ 50% of the free power to be supplied to the GoMP i.e. the developer shall be required to provide only 50% of offered free power from the date of actual COD to the date of scheduled COD.

6.) The land required for the project if available with the Government, shall be leased to the developer within a period of 30 days of signing of the HPDA in the following manner:

(i) If the land belongs to the WRD/NVDA, the WRD/NVDA will lease it out to the developer under intimation to the District Collector. WRD/NVDA will issue a circular in this regard.

(ii) If the land belongs to the Revenue Department, the District Collector will transfer it to WRD/NVDA in accordance with the provisions of Revenue Book Circulars, and WRD/NVDA will lease it out to the developer, under intimation to the District Collector.

(iii) If the land belongs to some other Department, the WRD/NVDA will obtain the NOC of that Department, take possession of the land and lease it out to the developer, under intimation to the District Collector. WRD/NVDA will issue a circular in this regard.

(iv) The premium and lease rent together for the total area of the land so leased will be at the rate of a token sum of Rs 1/- per year.

(v) The lease shall be for the period prescribed by the - HPDA.

(vi) The standard terms of lease will be approved by the - PCIB.

(vii) In case the land required by the developer is private land, Govt. will acquire the land on developer's behalf if he so requests, but the acquisition cost will be fully met by the developer.

(viii) In case of forest land including Revenue land classified as chote-bade jhad ke jungle, or any revenue or private land classified as forest or defined as forest, provision of Forest (Conservation) Act, 1980 and rules made thereunder from time to time and instruction of Central/State Government shall apply.

7.) The developer shall have the sole responsibility of ensuring compliance with all the applicable legislations/ rules regulations etc.

8.) The developer shall properly insure all the assets of the project during the currency of the BOOT agreement and maintain the same in proper condition for eventual transfer in favor of the State Government or its agencies, after expiry of BOOT agreement.

9.) Subject to signing of the HPDA and compliance of the applicable approvals, the developer shall be free to set up the generating plant. He shall ensure compliance with Technical Standards prescribed under section 73 of the EA 2003 for connectivity to the grid.

10.) The Developer shall be allowed the use of approach road to the powerhouse, if it is in the possession of WRD/NVDA. The Developer and WRD/NVDA shall carry out the maintenance of the roads, for common use, jointly.

11.) WRD/NVDA shall provide residential quarters of suitable types, if spare accommodation is available with the department near the project site for the developer or his staff during construction period, on rental basis. However, the developer shall carry out the maintenance of the same, at his own cost.

A4.0.0 Grid Interface and Evacuation Arrangements:

A4.1.0 Interfacing including the transformer panels, protection, metering etc. from the point of generation to the nearest sub-station or an interconnection point or at nearest transmission line subject to fulfillment of technical and safety parameters in accordance with MP Grid Code, MP Electricity Supply Code, 2004, MPERC and CERC regulations as amended from time to time, shall be the responsibility of the Developer. The Madhya Pradesh Power Transmission Company Limited (MPPTCL) and/or the concerned Distribution Company may take up the work and maintain the same on cost basis which are to be borne by the developer.

A4.2.0 Any dispensation in this regard that may be made by the Regulatory Commission shall be final.

A5.0.0 Transmission and Distributions:

A5.1.0 The developer is free to construct his own dedicated transmission lines from the point of generation to the point of consumption of the energy. He shall also have the right of open access for existing transmission facilities of the state as per the provisions of the EA 2003. The developer shall sign wheeling agreement with MPPTCL/respective Distribution Company as per terms of this policy but subject to the final dispensation by the Regulatory Commission in respect of wheeling charges and transmission/distribution losses.

A5.2.0 The developer shall be responsible for payment of wheeling and transmission charges to the MPPTCL/respective Distribution Company in case of sale of power to Third Party Consumers / Distribution Licensee / Power Trading Company subject to the final dispensation by MPERC.

A5.3.0 Metering equipment, as may be stipulated by MPPTCL or respective Distribution Company shall be installed at the production and/or consumption sites as per the provisions of MPERC regulations on metering and MP Electricity Supply Code, 2004 at the cost of the developer. Any official of the MPPTCL/respective Distribution Company may inspect the same.

A6.0 Banking :

Banking shall be allowed as per this policy but subject to the final dispensation by the MPERC.

A7.0 Sale of Power :

In the case of an IPP the entire power belonging to IPP and in the case of a CPP the surplus power can be sold to any consumer or any willing distribution company or any power trading company. However the State Distribution Company, in whose jurisdiction, the power plant is located or State Power Trading Company, shall have the first right of refusal for purchase of power.

A8.0 Inspection of Project:

A8.1 WRD/NVDA engineers shall have the right of inspection of the power project to assess the safety of the project. The developer shall render all requisite help and assistance in facilitating such inspection.

A8.2 The developer shall maintain all records regarding capacity, generation, downtime, with relevant constraints etc. and make available all these records to the inspecting authority for inspection.

A9.0 Exclusive Jurisdiction of MPERC:

A9.1 MPERC has exclusive jurisdiction on those provisions of this Policy which are within its regulatory mandate under the provision of EA 2003, especially regarding electricity sale rates, power purchase agreements and provisions regarding wheeling, banking, distribution and transmission loss charges etc. Similarly, MPERC has jurisdiction, as per provision of the EA 2003, as regards the promotion of non-conventional energy sources, facilities for transmission of energy and sharing of purchase of power amongst the MPPTCL / Transmission Licensee / Distribution Licensee. Orders regulations, directives, guidelines issued by MPERC regarding these issues from time to time shall be binding on all.

A9.2 In the event of dispute in interpretation of this policy or any clause in the agreement between developer & WRD/NVDA or MPPTCL/Transmission Licensee/ Distribution Licensee, the same shall be referred to MPERC to the extent of its jurisdiction under Section 86(1) and other provisions of the EA 2003.

PART B: GENERAL PROVISIONS

B.1.0 The developers to whom CPP/IPPs were allotted by erstwhile MPEB under the 1994 policy shall have the option of continuing under the old policy or to come under the new policy. Such option should be exercised by the developer within one month of issue of this policy by making an application to WRD/NVDA, who will issue the permission to such developers to migrate into the new policy subject to their signing of a MoU laying down a revised implementation schedule. This permission to migrate will be liable to be terminated if the developer does not adhere to the revised implementation schedule. This permission of WRD/NVDA shall also be subject to dispensation by MPERC.

B.2.0 IPPs will be free to change their option to CPP in due course of time & vice versa with the approval of WRD/NVDA However, this permission of WRD/NVDA shall be subject to dispensation by MPERC.

B2.1 Change in option from sale to third party to Licensee and switching from one third party consumer to other third party consumer shall also be permissible by WRD/NVDA subject to dispensation by MPERC.

B3.0 Provisions of the Policy shall be periodically reviewed in view of the dynamic nature of the sector. In normal circumstances next review shall be after three years. However, GoMP reserves the right to amend / delete certain provisions of this policy and include additional provisions, if found necessary for operational ease or to deal with unforeseen issues or if found necessary due to any further dispensation of GoI or MPERC as the case may be. GoMP may from time to time issue orders and practice directions in regard to the implementation of this policy and matters incidental or ancillary thereto as the GoMP may consider appropriate. However, such amendments shall be made applicable with prospective effect only.

B4.0 Surrender and /or Transfer of Allotment:

B4.1 The Developer shall be free to surrender the project any time before start of the work on the project and in that case the performance security shall be forfeited by WRD/NVDA.

B4.2 The developer shall have the option of transferring the project to any other developer with a written consent of WRD/NVDA and on payment of stipulated fees as may be prescribed for such transfer. WRD/NVDA shall allow such transfer on being satisfied with the transferee meeting the pre qualification norms and conditions.

PART C: INCENTIVES

C.1.0 A new project shall be eligible for the incentives under this policy only if it meets the milestones prescribed under the HPDA. Similarly projects which have migrated to this new policy (refer para B.1.0) shall be eligible for incentives under this policy if they meet the revised implementation schedule prescribed in the MoU signed with them.

C2.0 The following incentive shall be available for the development of a SHP in the State of Madhya Pradesh:

1. The energy produced by the SHP set up under this policy can be used for captive usage, sale to a distribution company, sale to a third party consumer/s within the state or outside or to a Power Trading Company within the state or outside. However in case of sale to any third party consumer or to any power trading company, the State Trading Company or State Distribution Company will have the first right of refusal.

2. State Power Trading Company/concerned State Distribution Company may purchase power from the project if so opted by the Developer at rates to be decided by the MPERC. A petition to this effect, seeking the dispensation of MPERC, shall be filed by the WRD immediately on issue of this policy.

3. Open Access charges of any kind shall not be payable by such projects, subject to dispensation of MPERC on the petition of WRD to this effect immediately on the issue of this policy.

4. MPPTCL or concerned State Distribution Company shall facilitate wheeling of power in case of a Third Party Sale at such rates as may be decided by the MPERC. The State Government shall extend a subsidy @ 4% towards such wheeling charges as per existing policy only in case of third party sale within the State of MP.

5. No electricity cess shall be payable for the power supplied by the SHP.

6. The SHPs set up under this policy shall be treated as Industry for the purpose of the Industrial Promotion Policy, 2004 as well as Madhya Pradesh Industrial Investment Promotional Assistance Scheme, 2004, notified by the State Government and shall be eligible for the incentives available under this policy/scheme.

7. The industrial consumers opting to buy power from an SHP shall be allowed a corresponding reduction in contract demand on a permanent basis subject to dispensation of MPERC.

8. The land for the project, if available with the Government, shall be leased directly by the WRD/NVDA at a token lease rent of Rupee one per year as elaborated earlier.

9. In case of the developer acquiring private land for the project/part of the project, he will be eligible to get the land diverted for industrial purpose from the competent revenue authority without any diversion fee/rent.

10. No water rate shall be payable for the use of water by the SHP.

11. If a developer intends to generate and distribute electricity in a rural area as notified by the State Government vide Notification No. 2010– F–13- 05-13- 2006 dtd 25 March 2006, such developer shall not require any license for such generation and distribution of electricity, but he shall comply with the measures which may be specified by the Central Electricity Authority under section 53 of Electricity Act 2003.

12. **BANKING:**

Banking of 100% of energy every financial year shall be permitted subject to the following conditions;

i) The figures of banked energy during the financial year shall be subject to verification by the officials of concerned State Distribution company/State Power Trading Company. However the developer has to pay 2% of the banked energy to concerned State Distribution company/State Power Trading Company towards the banking charges.

ii) The banked energy can be availed to the extent as per the decision of the concerned State Distribution company/State Power Trading Company.

iii) The banked energy can be availed except during Rabi season (November to February) and during peak hours, keeping in view the overall demand scenario as per the decision of the concerned State Distribution company / State Power Trading Company.

iv) The balance energy, if any, at the end of the financial year shall be purchased by the concerned State Distribution Company/State Power Trading Company as per the directions of the MPERC.

C3.0 Other Facilities :

i) The power consumed from the SHPs for the purpose of captive use or third party sale shall be exempted from payment of Electricity Duty. This facility is subject to generation of more than 80% Of the declared generation in the TEFr. However in case of generation being less than 80%, the developer will have to produce documentary evidence indicating the reasons which are beyond the control of developer to WRD/NVDA, who on satisfaction may allow the exemption from payment of Electricity Duty.

ii) Carbon Credit or any such incentive available for such SHPs shall be to the exclusive account of the Developer.

iii) All the equipment/plant and Machinery brought into the state for use in the SHP shall be exempted from payment of Entry Tax for a period of five years from the date of signing of HPDA.

iv) For the purpose of the Madhya Pradesh Industrial Investment Promotion Assistance Scheme, 2004 relating to Assistance in respect of the Commercial and related taxes arising out of investment in the SHP, the facility can be availed either by the SHP unit, or the industrial unit which consumes the energy from this SHP unit. The option regarding to whom this benefit should flow, shall be exercised by the SHP right in the beginning.

v) WRD/NVDA will provide assistance for obtaining incentives offered by MNES/IREDA.