

Request for Qualification
for
Competitive Bidding Process
for
Development of Hydro Electric Power Stations
(Phase-VII)
in the UT of
Jammu & Kashmir, India
Issued by



JAMMU & KASHMIR ENERGY DEV. AGENCY
(JAKEDA)
DEPARTMENT OF SCIENCE AND TECHNOLOGY
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Date:- 11.06.2025

Sd/-
Chief Executive Officer
JAKEDA

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE

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JAMMU & KASHMIR ENERGY DEV. AGENCY

SCIENCE AND TECHNOLOGY DEPARTMENT

TawanaiGhar, SDA Colony, Bemina/Energy Bhawan, Channi Rama, Jammu

Notice Inviting Tender (NIT) No :JKDA-HDRO/6/2025/186-88

Dated: 11.06.2025

REQUEST FOR QUALIFICATION (RFQ)-Phase-VII

FOR COMPETITIVE BIDDING PROCESS FOR DEVELOPMENT OF HYDRO ELECTRIC POWER PROJECTS IN THE UT OF

J&K

JAKEDA invites online bids against the tender document fee of Rs. 10,000/Project (Rupees Ten Thousand Only) to select competent, experienced and capable party/parties having the necessary technical competence, experience and financial strength for developing Hydro Electric Power Stations under Independent Power Producer (IPP) mode. The below mentioned projects shall be taken up in terms of Policy for "Development of Micro/Mini Hydro Power Projects-2011" issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011. This RFQ is invited for evaluating bid Capacity (in MWs) of the prospective bidders on aggregate basis for all the projects reflected in this RFQ. The bidder shall be considered for Nil/One/Multiple projects based on the evaluated eligible bid capacity & the preference given by the bidder.

The successful Developer shall pay:-

- Upfront Premium as quoted by the Successful Bidders before signing of the Implementation Agreement
- Pre-development Costs incurred by JAKEDA.

Details of Projects:

S. No	Name of Project	Proposed power House Coordinates	S. No	Name of Project	Proposed power House Coordinates
1.	1.1MW MHP Hajibal – I, Anantnag	75°26'34.97"E,33°43'36.74"N	2.	1.6MW MHP Tumina, Kupwara	74°4'0.43"E,34°28'29.64"N
3.	1.5MW MHP Navkin – I, Anantnag	75°26'40.06"E,33°43'7.68"N	4.	2.0MW MHP Sawjia-I, Poonch	74°18'53.83"E,33°52'56.95"N
5.	2.0MW MHP Madhumati, Bandipora	74°42'1.99"E,34°29'33.03"N	6.	1.4MW MHP Sanai, Poonch	74°25'35.15"E,33°37'10.93"N
7.	1.5MW MHP Haji peer, Baramulla	74°4'0.44"E,34° 4'7.57"N	8.	1.4MW MHP Khait – Jalain, Poonch	33°53'23.37"N, 74°17'23.42"E
9.	2.0MW MHP Surasyar, Budgam	74°40'19.78"E,33°52'57.98"N	10.	1.5MW MHP Budhal-II, Reasi	74°38'55.77"E,33°23'6.99"N
11.	1.5MW MHP Kokran, Ganderbal	75°20'6.74"E,34°16'55.36"N	12.	1.3MW MHP Banihal-I, Ramban	75°10'57.44"E,33°22'0.17"N
13.	1.5 MW MHP Dadhpeth, Kishtwar	75°41'36.28"E,33°23'27.46"N	14.	2.0MW MHP Pogal – II, Ramban	75°16'17.39"E,33°20'25.99"N
15.	2.0MW MHP Keshwan, Kishtwar	75°41'42.14"E,33°19'1.95"N	16.	2.0MW MHP Paristan, Ramban	75°15'56.94"E,33°19'34.91"N
17.	2.0MW MHP Pahal-Gawra-I, Kishtwar	75°35'16.15"E, 3°31'21.25"N	18.	1.75MW MHP Ukhral, Ramban	75°14'49.78"E,33°19'48.10"N

Technical Qualification Criteria	Financial Qualification Criteria
<p>The Bidding company or Lead Member in case of consortium, must have experience of "Developing or Executing the Projects through EPC Contracts in Govt./Semi-Govt./PSUs", (not necessarily in the power sector) or the power projects through IPP/EPC in the last 07 years (starting from 1st Jan, 2018) whose:</p> <ul style="list-style-type: none"> Aggregate capital costs must not be less than Rs. 1.50 Crores (or equivalent US\$) per MW; With one project of Capital cost not less than Rs. 0.50 Crores (or equivalent US\$) per MW <p>Or</p> <p>In the last 07years (starting from 1st Jan, 2018), for each MW of commissioned capacity under IPP mode, the bidder shall be eligible for 2MW capacity subject to a maximum eligibility of 15MW.</p>	<p>The Bidder must fulfill following minimum financial requirements</p> <ul style="list-style-type: none"> Networth: Rs. 1. 5 Crore or equivalent US\$ per MW derived from the latest financial year (2024-25) audited annual accounts. Annual Turnover: Rs. 1.0 Crore or equivalent US\$ per MW derived from average of the past three years'(2022-23, 2023-24 and 2024-25) audited annual accounts
<p><i>Note:- The bid Capacity (in MWs) of the bidder shall be evaluated on aggregate basis for all the projects. The bidder shall be considered for Nil/One/more projects based on the evaluated bid capacity.</i></p>	
Period of availability of bid document online	11.06.2025 to 10.07.2025
Last date and time of submission of e-bids	10.07.2025 (5:00pm)
Last date and time of submission of hard copies of bids	11.07.2025 (3:00pm)
Date & Time of opening of Part-I (Technical Bids)	14.07.2025 (1:00 pm)
Date & Time of opening of Part-II (Financial Bids)	After Technical Evaluation

Sd/-
Chief Executive Officer
JAKEDA

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE**Important Details & timelines**

	Description	Details	
	Notice Inviting Tender (NIT) No :JKDA-HDRO/6/2025/186-88	Dated: 11 .06.2025	
	Scope of work	Development of Hydro Electric Power Stations under Independent Power Producer (IPP) mode in the UT of Jammu & Kashmir, India.	
	Place of issue of e-tender & Submission of hard/ original copies of bid docs.	Jammu and Kashmir e-Tendering site.(www.jktenders.gov.in) & Jammu and Kashmir Energy Development Agency(JAKEDA) Address: Energy Bhawan, Channi Rama, Jammu/ Tawanai Ghar, SDA colony, Bemina, Srinagar	
	Period of availability of bid Document online	11.06.2025 to 10.07.2025	
	Last date & time of submission of e- bids	10.07.2025 (5:00pm)	
	Last date & time of Submission of hard copies.	11.07.2025 (3:00pm)	
	Date & time of opening of Technical -Bids	14.07.2025 (1:00 pm)	
	Cost of bid document (Non-refundable)	Rs. 10,000/project (Rupees Ten Thousand Only) Tender Fee of document prescribed in tender notice should be deposited in favour of Jammu and Kashmir Energy Development Agency (JAKEDA). Account No. 0110040500000058 (Savings Bank Government), Branch office J&K Bank Moving Secretariat Jammu/Srinagar(IFSC JAKA0MOVING) & the same acknowledgement be uploaded in e-tendering as one of the documents, in absence of this tenders will be rejected.	
	Validity of the Bid	The bid for the Project shall remain valid for a period of 180 days from the date of opening of bids.	
	Contact Persons	Er. Khalid Mehmud Executive Engineer, JAKEDA, Jammu/Srinagar. 9419004500. Email: xenjakeda@gmail.com	Er. Niyaz Ahmad Assistant Executive Engineer, JAKEDA,Jammu/Srinagar 9906591848. Email: xenjakeda@gmail.com

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1. Definitions

The capitalized terms used in this RFQ, shall have the meaning given hereunder:

- 1.1 "Affiliate"** shall mean a company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Bidding Entity(in case of a single entity) or a Member in a Bidding Consortium (in the case of a Consortium) and control means ownership by one entity of at least 26% (twenty six percent) of the voting rights of the other entity.
- 1.2 "Authorized Person/Nodal Officer"** shall mean the person designated by JAKEDA to represent them in its dealings with the Bidders. The Authorized person shall be authorized to perform all tasks such as providing information, responding to enquiries, issuing clarifications, calling pre-bid conference, issue advertisements for RFQ and RFP etc.
- 1.3 "Bid"** shall mean the response submitted by the Bidders in accordance with the terms and conditions of this RFQ.
- 1.4 "Bidder"** shall mean the Bidding Entity or Bidding Consortium.
- 1.5 "Bidding Entity"** shall mean the reference to the single entity being a Bidding Company/Partnership firm/Proprietary Concern, if the Bid for the proposed Project has been made by a single entity.
- 1.6 "Bidding Consortium" or "Consortium"** shall mean the reference to the group of entities, each being a member in a Bidding Consortium, if the Bid for the proposed Project has been made jointly by more than one entity.
- 1.7 "Change in Ownership"** shall mean change of ownership of the Bidder by way of merger/ acquisition/ amalgamation/ reorganization/ consolidation/ demerger.
- 1.8 "Conflict of Interest"** A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same project in bidding process if they have a relationship with each other, directly or through a common entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.
- 1.9 "IPP" or "Independent Power Producer"** shall mean the Successful Bidder to whom the LOI has been issued by JAKEDA and Implementation Agreement has been signed with.
- 1.10 "JAKEDA"** shall mean Jammu & Kashmir Energy Development Agency;

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- 1.11 "Letter of Intent" or "LOI"** shall mean the letter issued by JAKEDA to the Successful Bidder for award of the Project.
- 1.12 "Parent"** shall mean a company which holds at least twenty six percent 26% ownership either directly or indirectly in the Bidding Entity.
- 1.13 "RFQ"** shall mean the Request for Qualification document including the Annexures thereof issued by Jammu & Kashmir Energy Development Agency under Phase-VII and shall include any modifications, amendments or alterations or clarifications thereto for conducting a Competitive Bidding Process for Development of Hydro Electric Power Stations under Independent Power Producer (IPP) mode in the UT of Jammu & Kashmir, India;
- 1.14 "Statutory Auditor"** shall mean the auditor appointed under the provisions of the Companies Act, 1956 and/or Companies Act 2013 or under the provisions of any other applicable governing law.
- 1.15 "Ultimate Parent"** shall mean an entity which owns at least twenty six percent (26%) ownership either directly or indirectly in the Parent and Affiliates.

Note: Any capitalized term, used but not defined in this RFQ, shall have the meaning ascribed to such term in the Policy for "Development of Micro/Mini Hydro Power Projects-2011" issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011 or as per the conditions of fresh Hydro Power policy in case the same is notified by the Govt. of J&K before the issuance of Techno Economic Clearance (TEC). In the absence of availability of definitions in the foregoing references, the capitalized term shall be interpreted only for reference/guidance in accordance with the Electricity Act, 2003 or any other relevant electricity laws, rules or regulations prevalent in the UT of Jammu and Kashmir.

2. Introduction

- 2.1** The UT of Jammu & Kashmir (J&K) is the northernmost region of the country with four geographical zones & two distinct climatic regions. The estimated hydro potential in J&K is more than 20000 MW, of which projects for 16200 MW have already been identified.
- 2.2** In order to electrify villages & hamlets, thrust has been provided to encourage the development of Micro/Mini/Small Hydro Power Projects (MHP's/SHP's) in the UT.
- 2.3** With the aim to promote and install micro / mini/small hydel projects in the UT of J&K, Science & Technology Department of J&K Govt. vide Order No.30-ST of 2021 dated 01.11.2021 has endowed JAKEDA with the mandate to implement all Micro / Mini /Small Hydro Power Projects up to installed capacity of 10 MW.

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- 2.4** To promote investors' participation in micro/mini/small hydropower projects Govt. of Jammu & Kashmir has come out with the Policy for "Development of Micro/Mini Hydro Power Projects-2011" issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011.
- 2.5** Accordingly, JAKEDA seeks to invite proposals from competent, experienced and capable parties having necessary technical competence, experience and financial strength for selection of developer for these projects under Independent Power Producer's (IPP) mode.
- 2.6** A two stage online bidding process will be adopted comprising Request for Qualification (RFQ) stage followed by Request for Proposal (RFP) at later stage. Bidders who are declared qualified after online submission of RFQ documents and evaluation, will be allowed to participate further and bidders who are declared not qualified will not take any further part in the bidding process. The decision of JAKEDA in this regard shall be final and binding.

3. Information to the Bidders

3.1 JAKEDA has identified following projects for implementation in IPP mode under Phase-VII.

S. No	Name of Project	Proposed Coordinates	S. No	Name of Project	Proposed Coordinates
1.	1.1MW MHP Hajibal – 1, Anantnag	H/W: 33°44'0.87"N,75°26'35.01"E P/H 75°26'34.97"E,33°43'36.74"N	2.	1.6MW MHP Tumina, Kupwara	H/W: 34°28'8.86"N, 74° 2'48.89"E P/H 74°4'0.43"E,34°28'29.64"N
3.	1.5MW MHP Navkin – I, Anantnag	H/W: 33°43'10.84"N,75°27'14.51"E P/H 75°26'40.06"E,33°43'7.68"N	4.	2.0MW MHP Sawjia-I, Poonch	H/W: 33°52'56.46"N, 74°19'13.56"E P/H 74°18'53.83"E,33°52'56.95"N
5.	2.0MW MHP Madhumati, Bandipora	H/W: 34°29'32.05"N,74°42'43.86"E P/H 74°42'1.99"E,34°29'33.03"N	6.	1.4MW MHP Sanai, Poonch	H/W: 33°37'35.44"N, 74°25'35.42"E P/H 74°25'35.15"E,33°37'10.93"N
7.	1.5MW MHP Haji peer, Baramulla	H/W: 34° 3'12.96"N, 74° 4'29.20"E P/H 74°4'0.44"E,34° 4'7.57"N	8.	1.4MW MHP Khait – Jalain, Poonch	H/W: 33°53'44.65"N,74°17'9.77"E P/H 33°53'23.37"N, 74°17'23.42"E
9.	2.0MW MHP Surasyar, Budgam	H/W: 33°52'1.74"N , 74°39'20.51"E P/H 74°40'19.78"E,33°52'57.98"N	10.	1.5MW MHP Budhal-II, Reasi	H/W: 33°23'33.95"N, 74°38'46.92"E P/H 74°38'55.77"E,33°23'6.99"N
11.	1.5MW MHP Kokran, Ganderbal	H/W: 34°17'7.28"N , 75°20'29.56"E P/H 75°20'6.74"E,34°16'55.36"N	12.	1.3MW MHP Banihal-I, Ramban	H/W: 33°22'46.02"N, 75°12'0.16"E P/H 75°10'57.44"E,33°22'0.17"N
13.	1.5 MW MHP Dadhpeth, Kishtwar	H/W: 33°23'58.16"N,75°40'23.16"E P/H 75°41'36.28"E,33°23'27.46"N	14.	2.0MW MHP Pogal – II, Ramban	H/W: 33°20'53.58"N, 75°17'19.84"E P/H 75°16'17.39"E,33°20'25.99"N
15.	2.0MW MHP Keshwan, Kishtwar	H/W: 33°18'40.75"N,75°41'12.43"E P/H 75°41'42.14"E,33°19'1.95"N	16.	2.0MW MHP Paristan, Ramban	H/W: 33°19'22.21"N,75°17'21.52"E P/H 75°15'56.94"E,33°19'34.91"N
17.	2.0MW MHP Pahal-Gawra-I, Kishtwar	H/W: 33°31'53.01"N,75°35'20.51"E P/H 75°35'16.15"E,33°31'21.25"N	18.	1.75MW MHP Ukhral, Ramban	H/W: 33°19'34.78"N, 75°15'16.99"E P/H 75°14'49.78"E,33°19'48.10"N

- 3.2** The Bidder may bid for a single project or a cluster of projects or all projects depending on its qualifications based on the qualification criteria outlined under relevant Clause of this RfQ.

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- 3.3** IPP shall sell power as per the Policy for "Development of Micro/Mini Hydro Power Projects-2011" issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011 or as per the conditions of fresh Hydro Power policy in case the same is notified by the Govt. of J&K before the issuance of Techno Economic Clearance (TEC). In case IPP wishes to sell power to J&K Government, same shall be purchased by J&K Government at a tariff determined by JERC or as per the conditions of fresh Hydro Power policy in case the same is notified by the Govt. of J&K before the issuance of Techno Economic Clearance (TEC), or as per prevailing regulations or as per the mutual agreement with the JKPCL.
- 3.4** The Government land if required, for Power Projects would be allotted as per the Policy for "Development of Micro/Mini Hydro Power Projects-2011" issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011. However, in case of non availability of Government land, IPP will purchase land in the name of JAKEDA, S&T Department which will be leased out to IPP.
- 3.5** Pre-development costs incurred by JAKEDA for each project shall be recovered from the IPP. The amount so recoverable for each project shall be Rs.10 Lakh per MW. This amount shall be over and above the upfront premium quoted by the successful bidder. The successful bidder shall pay the Pre-Development cost towards JAKEDA in the following manner:-
- i. 20 % after issuance of LOA.
 - ii. 20 % on accord of TEC to the project.
 - iii. 30 % on financial closure of the project.
 - iv. 30 % on Commercial Operation Date (COD) of the project.
- 3.6** The project(s) shall be allotted for a Concession period 40 Years from the date of Commissioning of the Project. Upon the expiry of 40 years from COD, project shall be handed over to JAKEDA without any consideration. Extension, if any, shall be based on mutually agreed terms & conditions between IPP and JAKEDA.
- 3.7** The IPP shall be entitled to REC benefits as per applicable laws.
- 3.8** The onus of obtaining all statutory and non-statutory clearances will lie on the IPP. Government of Jammu & Kashmir (GoJK) and JAKEDA shall facilitate in obtaining the provision of statutory clearances in time bound manner.
- 3.9** Construction of project infrastructure including approach roads, arrangement for water supply, power for construction purposes, bridges, buildings etc. shall be the responsibility of the IPP and the cost thereof shall be borne entirely by the IPP.

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- 3.10** Since potential sites are being notified on the basis of preliminary reconnaissance and draft DPRs/ PFRs only, the IPPs are requested to verify various project related parameters viz. discharge, head, water availability, habitation, etc. The information contained in the draft DPR/PFRs is only indicative and JAKEDA shall not be responsible for the accuracy of the information contained therein. IPPs shall also ensure that the project components do not fall in wild life sanctuaries, National Parks, eco protection zones, etc. and also do not interfere / overlap with the existing/ ongoing Hydel Projects.
- 3.11** IPP will be responsible for doing all confirmatory survey and investigation including site access, etc. at its own cost.
- 3.12** The IPP shall be responsible for ensuring submission of documents complete in all respects to concerned authorities. Failure to do so within the stipulated time frame shall be treated as non-compliance of the policy and Implementation Agreement.
- 3.13** IPP shall be responsible for all the R&R activities, including cost of implementation plan, as approved by GoJK.
- 3.14** The bidder shall be responsible for carrying out due diligence with regard to his compliance responsibilities under various applicable Central/UT/other laws, rules and regulations and ensure compliance with the same.
- 3.15** All Bidders are required to submit information in accordance with the instructions set forth in this RFQ. Bidders should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the Project.
- 3.16** The Bids to RFQ shall be valid for not less than one hundred eighty (180) days from the last date of submission of Bid.
- 3.17** The Successful Bidder should not assume that his bid shall automatically be accepted prior to the expiry of the period of bid process prescribed by JAKEDA in the RFQ document including extensions if any. Entire bidding process shall be online.
- 3.18** JAKEDA reserves the right to accept, revoke or reject any tender, and to annul the bidding process and reject all bids, at any time prior to allotment of Project. In the event of cancellation/ revocation/ withdrawals etc. the bidder shall not claim any right/claim or any amount (except the refund of amount of EMD, if any deposited) for any reason whatsoever from JAKEDA or the UT. No right or claim shall be deemed to have been accrued in favour of a Successful Bidder.

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- 3.19** JAKEDA reserves its right to cancel the allotment of Project even after issuance of Letter of Allotment if it comes to its notice that the allotment was obtained by some misrepresentation / suppression/ concoction of facts/profile etc. and also for the reason that the execution/continuation by the IPP is not in the interest of State and the Public.
- 3.20** Mere participation by any bidder shall not construe that such bidder is considered to be qualified. Bidders in their own interest are advised to ascertain meeting the qualification criteria before participating at the RFQ stage.
- 3.21** JAKEDA reserves the right to accept/reject any or all bids/responses without assigning any reason thereof.
- 3.22 Pre-bid Meeting:-** A pre-bid meeting will be held on the dates as mentioned in the NIT.

4.1 Eligibility

- 4.2** Bidders should have technical experience and financial capability to execute the Projects as specified in this RFQ. In the case of a Bidding Consortium, the technical experience shall be met by the Lead Member. The Lead Member shall have at least 26% stake in the Bidding Consortium.
- 4.3** Bidders shall need to qualify themselves for the capacity of individual projects they wish to bid for. For the purpose of bidding, the capacity of projects is expressed in MW.
- 4.4** The Bidder may choose to bid for any number of projects advertised by JAKEDA in this RFQ provided the individual capacity of the projects the bidder bids for, shall not be more than the maximum qualifying capacity for which the bidder has been qualified during technical evaluation stage.
- 4.5** The Bidder must fulfill the following minimum technical requirements:-
- 4.5.1. Bidder must have experience of developing or executing through EPC contracts of any Infrastructure projects such as Power, Ports, Airports, Roads, bridges, buildings Rails, Refineries, Steel Plants, Gas Pipelines, Canals, Dams, Bridges, Telecommunications, Shipping etc. or developing Power Projects through EPC/IPP.
- i. In the last 07 years(starting from 1st Jan, 2018), whose aggregate capital costs must not be less than the amount equivalent to Rs. 1.50 Crores or equivalent US\$ per MW (e.g a bidder to qualify for 5MW capacity, the aggregate capital costs must not be less than the amount equivalent to Rs. 7.50 Crores or equivalent US\$), and
 - ii. In the last 07 years (starting from 1st Jan, 2018), the capital cost of at least one infrastructure project should be equivalent or more than Rs. 0.50 Crore or equivalent US\$ per MW (e.g a bidder to qualify for 5MW capacity, the capital cost of at least one infrastructure project should be equivalent or more than Rs. 2.50 Crore or equivalent US\$).

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Or

In the last 07 years (starting from 1st Jan, 2018), for each MW of commissioned capacity under IPP mode, the bidder shall be eligible for double of the commissioned capacity of SHP to the maximum eligibility of 15MW.

Note:- Developing or executing through EPC contract of a project means successful commissioning of a project developed or executed in Govt./Semi-Govt./PSU through EPC/PC contract by the Bidder/Parent/Affiliate, as the case may be. The certificates with regard to experience shall be issued by any Officer not below the rank of Executive Engineer.

4.5.2. The Bidder must fulfill following minimum financial requirements for each MW of capacity

- i. Networth: Rs. One Crore & Fifty Lakh (Rs. 1.5 Crore) or equivalent US\$ derived from any of the preceding past three years (2022-23, 2023-24 and 2024-25) from the audited annual accounts..
- ii. Average Annual Turnover: Rs.1.0 Crores or equivalent US\$ derived for the last three (03) years(2022-23, 2023-24 and 2024-25)from the audited annual accounts.

Note:- The certificates with regard to Networth & Financial Average Annual turnover shall be obtained from chartered accountant accompanied by audited balance sheets, other documents. The bid Capacity (in MWs) of the bidder shall be evaluated on aggregate basis (least of clause 4.5.1 (ii & ii) and 4.5.2 (I & ii)). The bidder shall be considered for Nil/One/Multiple projects based on the evaluated bid capacity & the preference given by the bidder.

4.5.3. The capacity (in MW)of the projects (already awarded to the bidder under IPP mode and are at different stages of implementation) shall be deducted in order to calculate the net eligible capacity (in MW) a bidder qualifies for.

4.5.4. The IPPs who have shown dismal performance in the previously awarded projects through JAKEDA under different phases shall be debarred from participating in this RFQ.

5.0 Information Required

- 5.0.1 The information in the Bid will be submitted by the Bidder as per the Annexures attached to this document.
- 5.0.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/

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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.**

5.0.3 The Bidder should note that:

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

6.0 Submission of Bid by the Bidder

6.0.1 For Bid submitted by Bidding Company/Bidding Consortium:

6.0.1.1 In case of Bidding Consortium, the Bidder must mention the name of the Lead Member. The Bidding Entity/ the Lead Member should designate one person to represent the Bidding Entity/ Consortium in its dealings with JAKEDA. The person so designated should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the Bidding Entity/ Consortium, etc.

6.0.1.2 The Bidding Entity/Bidding Consortium should submit a power of attorney, authorizing the signatory of the Bid to commit the Bidder as per format provided along with submission of Bid. At the RFP Stage, the Bidder should provide required Board Resolutions committing 100% of equity requirement.

6.0.1.3 The Bidder must furnish the relevant details of financial and technical requirements to meet the qualifying criteria as per the formats given in the Annexures.

6.0.1.4 It is also clarified that the evaluation of the new Bidding Consortium, in case the Bidding Consortium has requested for any changes in the composition, shall be evaluated as per the provisions of relevant clause.

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

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

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- ii. Parent/ Affiliate/Ultime Parent of the entity is not a Bidder for the Project,
- iii. The entity is not Parent/ Affiliate/Ultime Parent of any Bidder for the Project

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

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

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

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

7.0 Due dates

7.0.1 The Bidder shall submit the Bid online and the hard copy of the bid shall reach the following address by 1700 hrs on 11.07.2025.

Chief Executive Officer

(Jammu & Kashmir Energy Development Agency)

- | | |
|--|--|
| 1. Tawanai Ghar, SDA Colony,
Bemina, Srinagar, 190018
Contact No. 0194-3500433 | 2. Energy Bhawan, Channi rama
Jammu, 180015
0191-2546494 |
|--|--|

7.0.2 Important deadlines are mentioned below:

Sr. No	Description	Details
1	Period of availability of bid Document online	11.06.2025 to 10.07.2025
2	Pre-Bid Meeting	Shall be conveyed later on
3	Last date & time of submission of e- bids	10.07.2025 (5:00pm)

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4	Last date & time of Submission of hard copies.	11.07.2025 (3:00pm)
	Date & time of opening of Part – I (Technical -Bids)	14.07.2025 (1:00 pm)

8.0 Method of submission

8.0.1 The entire bid submission process is online. The online bid shall consist of two Stages, RFQ Stage-(to enable the JAKEDA to empanel qualified bidders for phase-VII) & RFP Stage-(to enable the JAKEDA to select the successful bidders for phase-VII). The RFP Stage (Financial bid) shall be floated after RFQ stage as a separate tender for each Project site. The RFP stage for each Project shall be opened as per the preference sheet submitted by the bidders. JAKEDA will prepare the most preferred list of SHP site as per the total points obtained by each site from the eligible bidder's preference list and shall open the bids online accordingly as per the preferred list i.e most preferred site shall be opened first and least preferred at the last.

8.0.2 RFQ Stage – (Technical Bid) comprising of:

(Attach Scanned Copy)

1. Non Refundable tender fee

(Attach Scanned Copy)

2. Govt. Contractors Registration with latest renewal

(Attach Scanned Copy)

3. PAN Card, GST Registration and latest GST Return

(Attach Scanned Copy)

4. Annexure 1 - Executive Summary

(Attach Scanned Copy)

5. Annexure 2 – Covering Letter

(Attach Scanned Copy)

6. Annexure 3 – Joint Deed Agreement in case of bidding consortium

or

Copy MOA & AOA in case of bidding Company

or

Copy of latest partnership deed in case of bidding Firm

(Attach Scanned Copy)

7. Annexure 4 – Power of Attorney for signing Bid (Format-1)

(Attach Scanned Copy)

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8. Annexure 4 – Power of Attorney in favour of Lead member (Format-2)

(Attach Scanned Copy)

9. Annexure 5A-Networth.

(Attach Scanned Copy)

10. Annexure 5B- Average Annual Financial Turnover

(Attach Scanned Copy)

11. Annexure 6- Technical experience of developing or executing infrastructure projects through EPC/PC/IPP

(Attach Scanned Copy)

12. Annexure 7 – Letter of Consent.

(Attach Scanned Copy)

13. Annexure 8 – Preference List.

Note:- The Annexures / Formats which do not pertain to the prospective bidder shall be uploaded as “NOT APPLICABLE”.

9.1 Bid Preparation

9.1.1 The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, etc. JAKEDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this bid process.

9.1.2 The cost of this RFQ is Rs. 10,000/ (Rupees Ten thousand only).

10.1 Enquiries/Clarifications

Enquiries/ clarifications may be sought by the Bidder from:

Contact Persons	Er. Khalid Mehmd Executive Engineer, JAKEDA, Jammu/Srinagar. 9419004500. Email: xenjakeda@gmail.com	Er. Niyaz Ahmad Bhat Assistant Executive Engineer, Srinagar/Jammu. 9906591848. Email: xenjakeda@gmail.com
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11.1 Right of the JAKEDA to reject a Bid

11.1.1 JAKEDA reserves the right to reject all or any of the Bids or cancel the RFQ without assigning any reasons whatsoever and without any liability.

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- 11.1.2 Non submission of Hard copy and/or submission of incomplete data/ information required under the provisions of RFQ shall not be construed as waiver on the part of JAKEDA of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

12.1 Bidders may note that

12.1.1 Language of the Bid shall be English only.

12.1.2 Bidders shall mention the name of the contact person and complete address of the Bidder

12.1.3 JAKEDA may, at its sole discretion, ask for additional information and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid.

13.1 Opening of Bids

13.1.1 The bids shall be opened online as per the time lines mentioned in the tender notice or such other dates as may be intimated by JAKEDA to the Bidders.

14. Bid Evaluation Criteria

The Bid evaluation process comprises of the following steps:

- i. Step I – Responsiveness check & Evaluation of Technical Bids.
- ii. Step II – Declaration of Result for eligible capacity (in MW) a Bidder qualifies for.

14.1 Step I - Responsiveness check & Technical Evaluation

The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness",. Any of the document missing may cause the Bid to be considered "Non- responsive".

- I. Bid evaluation will be carried out considering the information furnished by Bidders as prescribed. This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium.
- II. The Bidding Company or Bidding Consortium must fulfill the minimum technical and financial requirement mentioned in the relevant clauses.

III. The bid Capacity (in MWs) of the bidder shall be evaluated on aggregate basis for all the projects reflected in this RFQ. The bidder shall be considered for Nil/One/multiple projects based on the evaluated eligible bid capacity.

- IV. If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company/member of a bidding Company only shall be considered.
- V. 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;

VI. The technical experience criteria shall be met by the Lead Member of the

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Consortium;

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

14.2 Step II – Declaration of Result for particular eligible capacity (in MW) a Bidder qualifies for:-

Once the technical & financial aspects of the prospective bidder are evaluated, the bidder may be considered eligible for a particular capacity (in MW). The bidder shall be considered for Nil/One/multiple projects based on the evaluated eligible bid capacity & the preference given by the bidder.

14.3 Step III - Evaluation of Financial Bids (RFP)

14.3.1 Financial Stage (bid) of Bids shall be carried out after RFQ stage is completed based on the responsiveness check as specified above in Clause 14.2, shall be opened online.

14.3.2 JAKEDA will prepare the most preferred list of sites based on the total points obtained by each site as per the preference list submitted by each bidder.

14.3.3 The Bidder may choose to bid for any number of / all projects from the list of HEP sites advertised under RfQ (Phase-VII), however the bidder's financial bid at (RFP Stage) shall only be opened as per following:-

- i. Step-I:- JAKEDA will prepare the most preferred list of sites to be opened preference wise as per the above Clause 14.3.2.
 - ii. Step-II:- Shall open the online bid of project site figuring at S.No.1 of most preferred list.
 - iii. Step-III:- Only financial bids of those qualified bidders who have been declared responsive as per Clause 14.2 and who are eligible to bid for the project site as per its aggregate eligible capacity declared at Technical evaluation stage, shall be opened.
 - iv. Step-IV:- The bidder who quotes highest Upfront Premium shall be declared as successful. This capacity of the project site shall be deducted from the successful bidder's aggregate eligible capacity.
 - v. Step-V:- Shall open the online bid figuring at S.No.2 of most preferred list.
 - vi. Step-VI:- Only financial bids of those qualified bidders who have been declared responsive as per Clause 14.2 and who are eligible to bid for the project site as per the revised aggregate eligible capacity, shall be opened.
 - vii. Step-VII:- The bidder who quotes highest Upfront Premium shall be declared as successful. This capacity of the project site shall be deducted from the successful bidder's aggregate eligible capacity.
- Step-VIII:- And so on

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE**Annexure 1: Format of Executive Summary**

Name of the Bidding Company/ Bidding Consortium

Name of the Managing Director (or Lead Member in the case of a Bidding Consortium)

Details of the Bidding Company/ Bidding Consortium

Sr. No.	Name of the Member/ Company(in case of Consortium)	% of equity participation	Role Envisaged

Note: - If the Selected Bidder proposes to invest in the equity share capital of the Project through its Affiliate(s) or Ultimate Parent or Parent, the Bidder should indicate the percentage of the shareholding proposed to be held by such Affiliate(s) or Ultimate Parent or Parent in the IPP. In this case, the Bidder shall also provide the details of the proposed/actual equity shareholding of the Selected Bidder or Ultimate Parent or Parent in the said Affiliate(s).

Signature and Name of Authorized Person in whose name Power of Attorney/Board Resolution is

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Annexure 2: Format for Covering Letter

[On the Letter Head of the Bidding Company/Lead Member of the Bidding Consortium]

Bidder's Name:

Full Address:

TelephoneNo.:

E-mailaddress:

Fax / No.:

To

CEO, Jammu and Kashmir Energy Development Agency, Jammu/Srinagar.

Sub: Bid for development of Hydro Electric Power Stations

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFQ (Phase-VII) for development of Hydro Electric Power Stations in the UT of Jammu & Kashmir, hereby submit.

1. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by JAKEDA regarding any matter regarding or arising out of this RFQ/RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

2. Familiarity With Relevant Jammu and Kashmir and Indian Laws & Regulations

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to quote for this Bid and execute the RFP Project Documents, if awarded. We further undertake and agree that all such factors as mentioned in the relevant Clause of RFQ have been fully examined and considered while submitting the Bid.

3. Contact Person

Details of contact person as required under Clause 2.1.2 furnished as under:

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Name

Designation

Company

Phone Nos

Fax Nos.

Address

E-mail address

We are enclosing herewith hard copy of technical bid in original duly signed formats as desired by you in your RFQ for your consideration.

Dated the _____ day of _____ of 2025

Thanking you,

We remain,

Yours faithfully,

Name and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is

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

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

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

THIS Joint Deed Agreement executed on this..... day of.....

Two thousand..... between

M/s.....

.....a company incorporated under the laws of
..... and having its Registered
Office at

..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at

..... (hereinafter called the "Partner-4", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into the Implementation Agreement (in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. (-----) for (-----)

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-----) of Jammu and Kashmir Energy Development Agency
(JAKEDA) having its Office at
_____, Jammu and Kashmir.

WHEREAS, the JAKEDA had invited Request for Qualification vide its RFQ dated

AND WHEREAS, as per the RFQ document 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 JAKEDA wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

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

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

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

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

Name	Percentage
------	------------

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

- The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
- In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of JAKEDA, as stipulated in the bidding document RFQ/ RFP and Implementation Agreement), jointly, on behalf of the Consortium Members, in favour of the JAKEDA.
- 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 JAKEDA.
- The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFQ/ RFP and for the purposes of the Project.
- It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of JAKEDA.

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This Joint Deed Agreement has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,

sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;

may not be amended or modified except in writing signed by each of the Partners and with prior written consent of JAKEDA:

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.

1. For M/s.....
(Partner 1)

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

2. For M/s.....
(Partner 2)

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

3. For M/s.....
(Partner 3)

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

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	Designation.....
--	------------------

4. For M/s.....

(Partner 4)

(Signature of the authorized
representative)

Name.....

Designation.....

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

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Annexure 4: Format -1 for Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The foreign Bidder to follow the applicable law in their country)

Power of Attorney to be provided by the Bidding Company/Lead Member in favour of its representative

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project in response to the Request For Qualification dated _____ issued by Jammu and Kashmir Energy Development Agency, as amended, including signing and submission of the Bid and all documents specified in the RFQ, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to JAKEDA, and providing information / responses to JAKEDA, representing us in all matters before JAKEDA and generally dealing with JAKEDA in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things 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.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

_____[Insert the name of the executants]
through the hand of Mr. _____ duly authorized signatory

Dated this _____ day of 2025

Accepted

Signature of Attorney

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(Name, designation and address of the Attorney)

Attested

(Signature of Executants)

(Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

Note:

- (1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.

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Annexure 4: Format -2 for Power of Attorney

Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

WHEREAS Jammu and Kashmir Energy Development Agency have issued Request For Qualification on _____ as amended ('RFQ') for inviting the bids in respect of setting up of Mini/Micro/Small Hydro Power Projects in the state of Jammu & Kashmir on the terms and contained in the RFP and other Project Documents (as defined in RFQ);

AND WHEREAS _____, _____, _____ and _____ [Insert names of all members of Consortium] the members of the Consortium are desirous of submitting Bid in response to the RFQ, and if selected, undertaking the project as per the terms of RFQ and RFQ Project Documents;

AND WHEREAS all the members of the Consortium have agreed under the Joint Deed Agreement dated entered into between all the members and submitted to [Insert name of Authorized Representative] in response to the RFQ, to appoint _____ [Insert the name] as Lead Member to represent all the other members of the Consortium for all matters regarding the RFQ and the Bid;

AND WHEREAS pursuant to the terms of the RFQ, we hereby designate M/s _____ (insert name of the Lead Member) as the Lead Member to represent us in all matters regarding the Bid and the RFQ, in the manner stated below:-

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize [name and registered office address of the Lead Member], which is one of the members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Project in response to the Request For Qualification dated _____ issued by JAKEDA, as amended ('RFQ'), including signing and submission of the Bid and all documents specified in the RFQ, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to JAKEDA, and providing information / responses to JAKEDA, representing us and the Consortium in all matters before JAKEDA, and generally dealing with JAKEDA in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RFQ and signing of all the RFQ Project Documents by all the parties thereto.

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We hereby agree to ratify all acts, deeds and things 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.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFQ.

Signed by the within named _____ [Insert the name of the executant]
through the hand of Mr. _____ duly
authorized signatory
Dated _____

Accepted

Signature of _____ Attorney
(Name, designation and address of the Attorney)

Attested

(Signature of Executant)
(Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

Note:

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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorised by the executant(s) in this regard.

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE**Annexure 5: Net Worth Certificate**

[On the letterhead of Chartered Accountant in favour of Bidding Company/ Bidding Consortium supported by balance sheets, ITRs & other relevant documents]

To,
Chief Executive Officer,
JAKEDA,
Energy Bhawan, Jammu/Srinagar
Jammu & Kashmir - India

This is to certify that Net-worth of _____ {insert the name of bidding entity/consortium partner}, as of 31st March (2023, 2024, & 2025) is as per the details are appended below.

Particulars	Amount (Rs. In Crores)		
	31 st March 2023	31 st March 2024	31 st March 2025
Equity Share Capital			
Add: Reserves			
Subtract: Revaluation Reserve			
Subtract: Intangible Assets			
Subtract: Miscellaneous Expenditure to the extent not written off and carried forward losses			
Net Worth			

Authorised Signatory
(Power of Attorneyholder)

Chartered Accountant
(Stamp & Signature)

(Please also affix common seal of Bidding Company/ Member in a Bidding Consortium)
UDIN No:

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE

Annexure 5B: Annual TURNOVER Certificate

[On the letterhead of Chartered Accountant in favour of Bidding Company/
Bidding Consortium supported by balance sheets, ITRs & other relevant documents]

To,
Chief Executive Officer,
JAKEDA,
Energy Bhawan, Jammu/Srinagar
Jammu & Kashmir - India

This is to certify that Annual Turnover of _____ {insert the name of bidding
entity/consortium partner}, as of 31st March (2023, 2024, & 2025) is as per the details are
appended below.

S.No.	31 st March 2023	31 st March 2024	31 st March 2025
Average Annual Turnover			

Authorised Signatory
(Power of Attorney holder)

Chartered Accountant
(Stamp & Signature)

UDIN No:

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE

Annexure 6: Experience Certificate

[Certificate issued by Officer not below the rank of Executive Engineer in favour of bidding company/lead member of bidding consortium]

Experience Certificate

This is to certify that _____ has successfully completed the project as per the details given hereunder:-

Sr. No	Name of Company/Firm/ Contractor	Name of the project	Nature of the project	Allotment No. and date	Completed Project Cost	Date of Completion/ Commissioning
1.						

*Signature and Stamp of
Executive Engineer*

Note:-Developing or executing through EPC contract of a project means successful commissioning of a project developed or executed through EPC contract by the Bidder/Parent/Affiliate, as the case may be in Govt./Semi-Govt./PSU. The certificates with regard to experience shall be issued by any Officer not below the rank of Executive Engineer.

The photocopy of the allotment/LOA shall be attached with this certificate.

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE

Annexure 7 – Letter of Consent

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

To,
Chief Executive Officer,
JAKEDA,
Energy Bhawan, Jammu/Srinagar
Jammu & Kashmir - India
Email:- xenjakeda@gmail.com

Sir,

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

Signature of

Authorized Signatory (PowerofAttorneyholder)

RFQ-VII FOR DEVELOPMENT OF HEP STATIONS IN J&K UNDER IPP MODE

Annexure 8: Format for Preference List

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

**Chief Executive Officer,
JAKEDA,
Jammu/Srinagar.**

Sub: Preference of HEP sites if qualified as per eligibility criteria.

Dear Sir,

We {insert name of bidding Entity/Bidding Consortium}, do hereby submit our preference for the advertised RfQ (Phase-VII) for development of Hydro Electric Power Stations as given below:-

Preference No.	Name of the SHP Site with Capacity advertised under RfQ (Phase-VII).	Points given to the SHP Site as per the preference
1.		18
2.		17
3.		16
4.		15
5.		14
6.		13
7.		12
8.		11
9.		10
10.		09
11.		08
12.		07
13.		06
14.		05
15.		04
16.		03
17.		02
18.		01

We also do hereby declare that our financial bid/s shall be strictly considered for the HEP sites based on our eligible bid capacity, the preference submitted by us and Opening of bids as per the preferred list.

Signature of Authorized Person

Note:- JAKEDA will prepare the most preferred list of sites based on the total points obtained by each site as per the preference list submitted by each qualified bidder. Preference of Qualified bidders shall be considered only for those project sites whose capacity is equal to or lesser than the eligible aggregate capacity of the bidder.