

Request for Qualification & Proposal (RFQ
& RFP)

Competitive Bidding Process

for

Development of

1.8 MW MARCHOI HEP STATION, GANDED RBAL.

(under Swiss Challenge Method)

in the UT of Jammu & Kashmir, India through
Independent Power Producer (IPP) mode.

Issued by



JAMMU & KASHMIR ENERGY DEV. AGENCY

(J A K E D A)

DEPARTMENT OF SCIENCE AND TECHNOLOGY

TawanaiGhar, SDA Colony, Bemina, Srinagar

/

Energy Bhawan, Channi Rama, Jammu

Email : xenjakeda@gmail.com

Date: - 11th June, 2025

Sd/-
Chief Executive Officer
JAKEDA

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RFQ & RFP 1.8MW MARCHOI HEP STATION, GANDERBAL UNDER SWISS CHALLENGE METHOD

JAMMU & KASHMIR ENERGY DEV. AGENCY

SCIENCE AND TECHNOLOGY DEPARTMENT

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

NIT No. JKDA-HDRO/5/2025/189-91

Dated:-11.06.2025

INVITATION FOR REQUEST FOR QUALIFICATION & PROPOSAL (RFQ & RFP)

COMPETITIVE BIDDING PROCESS FOR DEVELOPMENT OF HYDRO ELECTRIC POWER STATIONS IN THE UT OF J&K

The Opportunity:

With the aim to promote and install micro / mini/Small hydro 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 10MW installed capacity. The projects mentioned here are self-identified projects. As per the Clause 8.3 of Policy for development of Micro/Mini hydro power project-2011 issued vide Govt. Order no. 71-ST of 2011 dated: 27.12.2011, "for self-identified projects, Swiss challenge method shall be adopted with the first right of refusal given to the party which has identified the project."

Accordingly, 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 under Swiss Challenge Method (SCM) having the necessary technical competence, experience and financial strength for developing such projects as Independent Power Producer (IPP) for a period of 40 years.**

The projects shall be taken 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.

Proposition:

- JAKEDA to execute Implementation Agreement and Land Lease Agreement for 40 years with the Successful Bidders for smooth development of the Project
- Developer to pay
 - Upfront Premium as quoted by the Successful Bidders before signing of the Implementation Agreement
 - Pre-development Costs incurred by JAKEDA.
- The originator (entity who has identified the project) would be asked to match the bidder offering maximum economic benefits to JAKEDA in the form of upfront premium, as the Originator has the first right of refusal (RoFR). If not matched by the originator, the project/s would be awarded to the bidder offering the maximum economic benefits.

Details of Projects:

| S.No. | Name of Project | Coordinates of Proposed Power House | S.No. | Name of Project | Coordinates of Proposed Power House |
|-------|--|-------------------------------------|-------|--|-------------------------------------|
| 1. | 1.5 MW Narastan HEP Station, Pulwama | 34° 3'5.98"N, 75° 6'13.54"E | 2. | 2MW Buddhar Kither HEP Station, Kishtwar | 33° 7'24.32"N, 75° 58'55.29"E |
| 3. | 1.8MW Kither HEP Station, Kishtwar | 33° 6'12.40"N, 76° 1'3.67"E | 4. | 0.70 MW Shutkari HEP Station, Ganderbal | 34° 17'56.86"N, 75° 15'43.51"E |
| 5. | 1.0 MW Kiyar Sirchee HEP Station, Kishtwar. | 33° 29'11.88"N, 75° 49'9.21"E | 6. | 2.0 MW Chatru-Prawra-II HEP Station, Kishtwar. | 33° 26'45.00"N, 75° 41'41.00"E |
| 7. | 2.0 MW Prawra-I HEP Station, Kishtwar | 33° 27'58.63"N, 75° 41'18.44"E | 8. | 2.0 MW Prawra-II HEP Station, Kishtwar | 33° 27'22"N, 75° 42'14"E |
| 9. | 2.0 MW HEP Station Suid Dachan, Kishtwar | 33° 29'25.84"N, 75° 51'13.54"E | 10. | 2.0 MW HEP Station Sangri-I, Reasi | 33° 21'49.39"N, 74° 44'21.03"E |
| 11. | 2.0 MW Upper Astanmarg HEP Station, Anantnag | 34° 5'22.18"N, 75° 25'5.06"E | 12. | 2.0 MW Sangam HEP Station, Kulgam. | 33° 37'14.24"N, 74° 46'26.95"E |
| 13. | 1.8 MW Marchoi HEP Station, Ganderbal. | 34° 22'20.00"N, 74° 59'46.00"E | 14. | 1.8 MW Upper Hori HEP Station, Kishtwar | 33° 28'58.49"N, 75° 51'41.67"E |
| 15. | 1.4 MW Badshala HEP Station, Reasi | 74° 43'23.24"E, 33° 24'56.39"N | 16. | 2.0 MW Kongwattan HEP Station, Kulgam | 33° 37'57.33"N, 74° 46'17.57"E |
| 17. | 2.0 MW Khara HEP Station, Doda | 33° 5'49.45"N, 75° 51'40.06"E | | | |

- The Bidder may bid for a single project or all the projects depending on its qualifications based on the qualification criteria as per the detailed RFP Document.

Bidding Process

- The Bidder may be a single entity or a consortium of entities coming together for implementation of the project. In case of Consortium, the members are required to meet financial qualifications in the proportion of their respective equity commitments and the lead member is required to meet the technical qualifications, as per the provisions of RFQ/RFP. The Lead Member shall have at least 26% stake in the Bidding Consortium
- Bidders shall qualify themselves for aggregate capacity of projects they wish to bid for. For the purpose of bidding, the capacity of projects is expressed in MW. The brief Qualification Criteria are highlighted below:

| 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 07 years (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 any of the past three years' (2022-23, 2023-24 and 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 |
| 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. | |
| 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 |

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Chief Executive Office
JAKEDA

RFQ & RFP 1.8MW MARCHOI HEP STATION, GANDERBAL UNDER SWISS CHALLENGE METHOD**Important Details & timelines**

| Sr. No | Description | Details |
|---------------|--|---|
| 1 | Notice Inviting Tender (NIT) No : NIT No.JKDA-HDRO/5/2025/189-91 | Dated:- 11 .06.2025 |
| 2 | Scope of work | Development of Hydro Electric Power Stations under Independent Power Producer Mode to be evaluated under Swiss Challenge Method in the UT of Jammu & Kashmir, India. |
| 3 | Place of issue of e-tender & Submission of hard/ original copies of bid docs. with Tender Document Fee and Bid bond. | Jammu and Kashmir e-Tendering site.(www.jktenders.gov.in) TawanaiGhar, SDA Colony,Bemina, Srinagar or Energy Bhawan, Channi Rama, Jammu |
| 4 | Period of availability of bid Document online | 11.06.2025 to 10.07.2025 |
| 5 | Last date & time of submission of e- bids | 10.07.2025 (5:00 pm) |
| 6 | Last date & time of Submission of hard copies. | 11.07.2025 (3:00 pm) |
| 7 | Date & time of opening of Part – I (Technical - Bids) | 14.07.2025 (1:00 pm) |
| 8 | Date & time of opening of Part – II (Financial-Bid) | After Technical Evaluation |
| 9 | 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 & the same acknowledgement be uploaded in-tendering as one of the documents, in absence of this tenders will be rejected. |
| 10 | Bid Bond | Each Bidder shall submit the Bid accompanied by Bid Bond issued by the nationalized banks. The value of such Bid Bond shall be Rupees Seven Lakhs Fifty Thousand (Rs. 7,50,000/-) for each MW of MHP site. |
| 11 | 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. |
| 12 | Contact Persons | Er. Khalid Mehmud Executive Engineer, JAKEDA, Srinagar. 9419004500. Email: xenjakeda@gmail.com Er. N.A.Bhat Assistant Executive Engineer, JAKEDA, Jammu. 9906591848. Email: xenjakeda@gmail.com |

DEFINITION

The capitalized terms used in this RfP; shall have the meanings given hereunder:

- **“Affiliate”** shall mean a company that, directly or indirectly,
 - i) controls,or
 - ii) is controlled by ,or
 - iii) is under common control with,
a Bidding Company (in case of a single company) or a Member in a Bidding Consortium (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.
- **“Authorized Person/Nodal Officer”** shall mean the person designated by JAKEDA to represent JAKEDA in its dealings with the Bidder or the Bidding Consortium. The authorised person shall be authorized to perform all tasks such as providing information, responding to enquiries, issuing clarifications, calling pre-bid conference, issue advertisements for RfP etc.
- **“Bid”** shall mean Non-Financial Bid and Financial Bid submitted by the Bidders in accordance with the terms and conditions of this RFP;
- **“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee submitted along with the Bid by the Bidder as per the provisions of relevant Clause of this RFP and as per the format prescribed in Annexure ;
- **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP, specified in Clause 2.8.
- **“Bidder”** shall mean Bidding Company/Bidding partnership Firm/Bidding Proprietary Concern as the case maybe (including its successors and legal assigns subject to fulfillment of conditions given in RFP) or Bidding Consortium (including successors and legal assigns of its Members subject to fulfillment of conditions given in RFP) who meet the qualifying criteria as specified in the RFP.
- **“Bidding Company”** shall have the meaning ascribed thereto in the RFP;
- **“Bidding Consortium or Consortium”** shall have the meaning ascribed thereto in the RFP.
- **“Bid Variable”** shall mean Upfront Premium to be paid by the bidder to JAKEDA for award of the project, which shall not be less than, Rs. Two (2.0) Lakh per MW;
- **“Change in Ownership”** shall mean change of ownership of the Bidder/Member in a Bidding Consortium by way of merger/ acquisition/ amalgamation/ reorganization/ consolidation/demerger
- **“Conflict of Interest”** A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same 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 In case of a Bidder being the Partnership firm, the declarations & formats need to be executed by the Managing Partner and reference to Bidding Company shall be construed as reference to Partnership Firm. Similarly for a Proprietary Concern the references to Bidding Company should be construed as references to the Proprietary Concern and the formats need to be executed by the Sole Proprietor.

- **“Financial Bid”** shall mean stage-II of the Bid;
- **“Grid Code”** means the expression as per Indian Electricity Grid Code specified by the Joint Electricity Regulatory Commission (JERC) and as may be specified by the Govt. of Jammu & Kashmir.
- **“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.
- **“JAKEDA”** shall mean Jammu & Kashmir Energy Development Agency;
- **“Lead Member of the Bidding Consortium” or “Lead Member”** shall have the meaning ascribed thereto in the RFP;
- **“Letter of Intent” or “LOI”** shall mean the letter issued by the JAKEDA to the Selected Bidder for award of the Project;
- **“Member in a Bidding Consortium” or “Member”** shall mean each company in a Bidding Consortium
- **“Non- Financial Bid”** shall mean Envelope I of the Bid which shall cover the technical eligibility criteria for bidding as prescribed in this RFP.
- **“Originator”** shall mean the entity(s) which has identified the projects for development under self-identification mode and has made an offer to JAKEDA for development of those self-identified projects.
- **“Parent”** shall mean a company/person which has at least twenty six per cent (26%) equity either directly or indirectly in the Bidding Company or Member in the Bidding Consortium;
- **“Implementation Agreement” or “IA”** shall mean the agreement titled ‘Implementation Agreement’ proposed to be executed between the JAKEDA and Successful Bidder, an unsigned copy of which is attached hereto and marked as Format 1 Annexure , including all its schedules, Annexure and all amendments or modifications;
- **“Detailed Project Report” or “DPR”** shall mean the report containing the information regarding the Project, Site and other details;
- **“RFP Project Documents”** shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements:
 - a) Implementation Agreement;
 - b) any other agreements designated as such, from time to time by the Procurer and the JAKEDA;
- **“RFP”** shall mean this Request for Proposal along with all schedules, eligibility criteria, Annexures and Project Documents attached hereto and shall include any modifications, amendments or alterations thereto;
- **“Swiss Challenge Method” (SCM)** shall mean process adopted for selection of developer of the self-identified project(s) where the Originator has a right of first refusal (RoFR) for development of the self-identified project(s). The Originator shall be asked to match the Financial Bid submitted by the Successful Bidder through an intimation sent by JAKEDA after the declaration of Successful

Bidder. In case the Originator agrees to match the Financial Bid submitted by the Successful Bidder within a period of seven (7) days from intimation by JAKEDA, the project shall be awarded to the Originator else the project shall be awarded to the Successful Bidder.

- **“Statutory Auditor”** shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law.
- **“Successful Bidder”** or **“Selected Bidder”** shall mean the Bidder selected pursuant to this RFP to set up the Project as per the terms of IA and other RFP Project Documents;
- **“Ultimate Parent”** shall mean a company/person which owns at least twenty six percent (26%) equity either directly or indirectly in the Parent and Affiliates.
- **“Upfront Premium”** shall mean mean Upfront Premium to be paid by the bidder to JAKEDA for award of the project, which shall not be less than, Rs. Two (2.0) Lakh per MW for projects with any MW capacity.

Note: Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the Request for Proposal, Implementation Agreement. In the absence of availability of definitions in the foregoing references, the capitalized term shall be interpreted only for reference/guidance in accordance with Policy for Development of Micro/Mini Hydro Power Projects-2011 or the Joint Electricity Regulatory Commission (JERC) and as may be specified by the Govt. of Jammu & Kashmir or any other applicable electricity laws, rules or regulations or any other amendments in the laws from time to time.

1. INTRODUCTION

- 1.1 The UT of Jammu & Kashmir (J&K) is the northernmost UT 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.
- 1.2 In order to electrify villages & hamlets, thrust has been provided to encourage the development of Hydro Electric Power (HEP's) Stations in the J&K.
- 1.3 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 10 MW installed capacity.
- 1.4 To promote investors' participation in micro/mini hydropower projects JAKEDA 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). The said Policy provides various incentives to the developers of the Micro/Mini hydro Projects.
- 1.5 JAKEDA, in order to select competent, experienced and capable party having the necessary technical competence, experience and financial strength for developing such projects initiated competitive bidding process under the Swiss challenge method(SCM) by issuing RFP on 11th June 2025.
- 1.6 The prospective bidders including the originator has to submit the response online as per the time lines.
- 1.7 Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the IA, other Project Documents, or the Policy for Development of Micro/Mini Hydro Power Projects-2011, in that order. 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 Central Electricity Regulatory Commission (CERC) Act. and as may be specified by the Govt. of Jammu & Kashmir or any other applicable electricity laws, rules or regulations or any other amendments in the laws from time to time.
- 1.8 The Government land, if required, for Power Projects would be allotted on lease for 40 years @ premium of Rs. 1 per sq. m. or as applicable. However, in case of non availability of Government land, IPP will purchase land in the name of CEO, JAKEDA and will be leased out to IPP for 40 years. In later case Science and Technology Department (JAKEDA) will help the IPP in acquiring of the need arises.
- 1.9 Mortgage deed in favour of the financing institutions required to be signed by the promoters would be exempted from payment of stamp duty. The State Government has already enabled equitable mortgage in the state.
- 1.10 Royalty @ 12% would be charged after the period of 10 years from the date of commissioning of the Hydel Projects up to 2 MW capacity.
- 1.11 "Policy for Development of Micro/Mini Hydro Power Projects-2011" issued by JAKEDA provides for adoption of Swiss Challenge Method for selection of developers for development of self identified projects.
- 1.12 The objective of the bidding process is to select a Successful Bidder for development of the Projects based on the amount of Upfront Premium a bidder is willing to pay to JAKEDA which shall not be less than, Rs. Two (2.0) Lac per MW for projects with any MW capacity.

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 “Swiss Challenge Method” where the originator will have the right of first refusal (RoFR) to develop the project.

- 1.13 The Originator has identified Micro hydro project to be developed under Independent Power Producer (IPP) mode as per the provisions of “Policy for Development of Micro/Mini Hydro Power Projects-2011” issued by Gov. of J&K or in terms 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). The projects identified by the Originators (Prospective developers) are given hereunder:-

| S.No. | Name of Project | Proposed Coordinates | S.No. | Name of Project | Proposed Coordinates |
|-------|--|---|-------|--|---|
| 1. | 1.5 MW Narastan HEP Station, Pulwama | H/W: 34° 3'18.56"N, 75° 7'48.68"E P/H 34° 3'5.98"N, 75° 6'13.54"E | 2. | 2MW Buddhar Kither HEP Station, Kishtwar | H/W: 33° 6'17.76"N, 76° 0'31.23"E P/H 33° 7'24.32"N, 75° 58'55.29"E |
| 3. | 1.8MW Kither HEP Station, Kishtwar | H/W: 33° 6'22.30"N, 76° 3'15.82"E P/H 33° 6'12.40"N, 76° 1'3.67"E | 4. | 0.70 MW Shutkari HEP Station, Ganderbal | H/W: 34° 17'22.35"N, 75° 16'17.73"E P/H 34° 17'56.86"N, 75° 15'43.51"E |
| 5. | 1.0 MW Kiyar Sirchee HEP Station, Kishtwar. | H/W: 33° 30'59.06"N, 75° 48'37.97"E P/H 33° 29'11.88"N, 75° 49'9.21"E | 6. | 2.0 MW Chatru-Prawra-II HEP Station, Kishtwar. | H/W: 33° 27'13.00"N, 75° 42'7.00"E P/H 33° 26'45.00"N, 75° 41'41.00"E |
| 7. | 2.0 MW Prawra-I HEP Station, Kishtwar | H/W: 33° 28'43.80"N, 75° 39'58.04"E P/H 33° 27'58.63"N, 75° 41'18.44"E | 8. | 2.0 MW Prawra-II HEP Station, Kishtwar | H/W: 33° 27'58.78"N, 75° 41'26.67"E P/H 33° 27'22"N, 75° 42'14"E |
| 9. | 2.0 MW HEP Station Suid Dachan, Kishtwar | H/W: 33° 30'3.33"N, 75° 52'14.18"E P/H 33° 29'25.84"N, 75° 51'13.54"E | 10. | 2.0 MW HEP Station Sangri-I, Reasi | H/W: 33° 24'36.65"N, 74° 43'37.39"E P/H 33° 21'49.39"N, 74° 44'21.03"E |
| 11. | 2.0 MW Upper Astanmarg HEP Station, Anantnag | H/W: 34° 5'40.00"N, 75° 25'22.00"E P/H 34° 5'22.18"N, 75° 25'5.06"E | 12. | 2.0 MW Sangam HEP Station, Kulgam. | H/W: 33° 34'41.44"N, 74° 45'23.49"E P/H 33° 37'14.24"N, 74° 46'26.95"E |
| 13. | 1.8 MW Marchoi HEP Station, Ganderbal. | H/W: 34° 22'17.90"N, 75° 1'12.34"E P/H 34° 22'20.00"N, 74° 59'46.00"E | 14. | 1.8 MW Upper Hori HEP Station, Kishtwar | H/W: 33° 29'8.20"N, 75° 52'12.07"E P/H 33° 28'58.49"N, 75° 51'41.67"E |
| 15. | 1.4 MW Badshala HEP Station, Reasi | H/W: 33° 26'3.84"N, 74° 44'5.50"E P/H 74° 43'23.24"E, 33° 24'56.39"N | 16. | 2.0 MW Kongwattan HEP Station, Kulgam | H/W: 33° 37'14.74"N, 74° 46'19.44"E P/H 33° 37'57.33"N, 74° 46'17.57"E |
| 17. | 2.0 MW Khara HEP Station, Doda | H/W: 33° 7'13.97"N, 75° 51'23.74"E P/H 33° 5'49.45"N, 75° 51'40.06"E | | | |

- 1.14 Bidder is required to submit Bid in accordance with the instructions set forth in this RFP. Bidder should provide information sought herein in order to satisfactorily establish their competence and suitability for executing the Project.
- 1.15 JAKEDA will award the Project(s) to the Successful Bidder/ Originator (after RoFR), after signing the Implementation Agreement, at Rs 6.125 Lakhs / MW on account of Pre-development costs along with the amount of Upfront Premium quoted by the Successful Bidder. The Project and Project site along with all the assets built as part of the Project will be transferred back to the JAKEDA at the end of the term of IA. The successful bidder shall pay the Pre-Development cost towards JAKEDA in the following manner:-
- 20 % on issuance of LOA
 - 20 % on accord of TEC to the project
 - 30 % on financial closure of the project
 - 30 % on Commercial Operation Date (COD) of the project

2. INFORMATION AND INSTRUCTIONS TO BIDDERS

2.1 Purchase of power by PDD

- 2.1.1 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. 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 in terms 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 JKPCCL or any other applicable electricity laws, rules or regulations or any other amendments in the laws from time to time.
- 2.1.2 The IPP is required to provide free power to the UT Govt., as per the provisions of Policy for Development of Micro/Mini Hydro Power Projects-2011 or in terms 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).

2.2 Submission of bid

- 2.2.1 The list of the RFP Project Documents and certain obligations of the parties regarding the same are provided below.

- 2.2.1.1 The drafts of the following RFP Project Documents have been attached to this RFP:-

The IA and the other RFP Project Documents shall be signed in required number of originals so as to ensure that one original is retained by the JAKEDA and one original is retained by the IPP.

- 2.2.1.2 Within thirty (30) days of the issue of the Letter of Intent, the Selected Bidder shall:

- i. Furnish to the JAKEDA the Performance Guarantee in accordance with Clause 2.13.1; and
- ii. Pay the price indicated under clause 1.15 and execute the IA and the other RFP Project Documents with the parties thereto, provided that the recitals as mentioned in the IA and other Project Documents are true and valid on that date. In case the recitals of the IA are not valid, the date of signing will be delayed on a day to day basis till the end of the Bid validity. All stamp duties payable for executing the IA and other RFP Project Documents shall be borne by the IPP.

Further the Selected Bidder shall make payment of Upfront Premium quoted as per BOQ uploaded within 15 days from the date of issue of Letter of Intent. This amount shall be payable by a crossed demand draft drawn in favour of “CEO Jammu & Kashmir Energy Development Agency” payable at Srinagar/Jammu or through e transfer to JAKEDA’s Account No. 0110040500000058 (Savings Bank Government), Branch office J&K Bank Moving Secretariat Jammu/Srinagar.

- 2.2.2 If the Successful Bidder fails or refuses to comply with its obligations under Clause 2.2.1.2 and provided the JAKEDA and/or other parties to the respective RFP Project Documents are willing to execute the said documents, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent and the JAKEDA shall be entitled to invoke the Bid Bond of the Selected Bidder.

2.3 Point of contact in case of Bidding Consortium

- 2.3.1 In case of Bid being submitted by a Bidding Consortium, the Lead Member of the Consortium will be the single point of contact for the purposes of the RFP, till the Effective Date. Any dispute amongst the Consortium Members shall not be the responsibility of the JAKEDA and no financial burden shall pass on to the JAKEDA on this account.

2.4 Bid Variable

- 2.4.1 Upfront Premium: The Upfront Premium shall be the amount quoted by bidder in BOQ uploaded online and shall be payable by Successful bidder within 15 days from the date of issue of LOI.

2.5 Bid Clarifications

- 2.5.1 The Bidders may seek clarifications or suggest amendments to RFP Project Documents in writing, through a letter or by email to reach the JAKEDA (in both cases thereof) at the address indicated in Clause 2.16 within the date and time mentioned in Clause 2.8.2. For any such clarifications or amendments the Bidder should adhere to the format enclosed in Annexure . JAKEDA is not under any obligation to respond to any clarifications sought by the Bidders or consider amendments suggested by the Bidders.
- 2.5.2 Further, in case Bidders need any clarifications, they should ensure that written request for such clarification is delivered to the JAKEDA, as the case may be, at least five (5) days prior to the Bid Deadline as mentioned in clause 2.8.2. JAKEDA may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received.

2.6 Amendment of RFP

- 2.6.1 Any time after the issue of RFP mentioned in Clause 2.8.2, the JAKEDA may, for any reason, whether at its own initiative or in response to a clarification requested by any Bidder, modify or amend the RFP (including RFP Project Documents), including the timelines specified in RFP.
- 2.6.2 The amendment to the RfP shall be notified in writing through a Corrigendum to the E-NIT.
- 2.6.3 All such amendments shall be issued at least three (3) days prior to Bid Deadline.
- 2.6.4 In order to give Bidders reasonable time to take the above amendments into account in preparing their Bids, JAKEDA may, at its discretion, extend the Bid Deadline.

2.7 The Bidding Process

2.7.1 Bid Formats

- 2.7.1.1 The E-Bids in response to this RFP will be submitted online by the Bidders in the manner provided in clause 2.10.

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- 2.7.1.2 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.
- 2.7.1.3 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 its Bid, in any manner whatsoever, JAKEDA reserves the right to reject such Bid and/or cancel the Letter of Intent, if issued.
 - b. If for any reason the Bid of the Bidder (Originator or the bidder with highest Premium) is rejected or Letter of Intent issued to such Bidder is cancelled, JAKEDA may:-
 - i. award the project to the Bidder with next best premium on the rates offered by successful bidder; or
 - ii. invite best enhanced financial bids from those Bidders whose bids are responsive and valid on that date; or
 - iii. annul the bid process; or
 - iv. take any such measure as may be deemed fit in the sole discretion of JAKEDA.

If such event is discovered after the Effective Date, consequences specified in IA shall apply.

- c. Hard copy of the Bid submitted by the Bidder, within the Bid Deadline, shall become the property of the JAKEDA and JAKEDA shall have no obligation to return the same to the Bidder.
- 2.7.1.4 The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid:-

The Bidder shall quote the Upfront premium to be paid to JAKEDA for awarding the project, which shall not be less than, Rs. Two (2.0) Lac per MW;

2.7.2 Bidder to inform himself fully

- 2.7.2.1 Since potential sites are being notified on the basis of preliminary reconnaissance and PFRs only, the IPPs are requested to verify various project related parameters viz. discharge, head, water availability, habitation, etc. The information contained in the 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. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, he shall not be relieved from any of its obligations under the RFP Project Documents nor shall the IPP be entitled to any extension of time or financial compensation by reason of the unsuitability of the Site for whatever reason except for what is specifically provided in the Policy for Development of Micro/Mini Hydro Power Projects-2011.
- 2.7.2.2 As per the Policy for Development of Micro/Mini Hydro Power Projects-2011, IPP may surrender the allotment back to JAKEDA, if it has sufficient grounds to establish that the project is techno-economically unviable. Subject to acceptance of such claim by JAKEDA, Upfront Premium paid by the Bidder shall be refunded. However such claim, if any, shall necessarily be made before JAKEDA begins

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the process of land acquisition for the project. In case JAKEDA so desires, it may take assistance of a third party agency for assessment of viability of the project.

- 2.7.2.3 In their own interest, the Bidders are requested to familiarize themselves with the Joint Electricity Regulatory Commission (JERC) and as may be specified by the Govt. of Jammu & Kashmir or any other applicable electricity laws, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act, IEGC, J&K Land Acquisition Act, Land Grants Act, J&K Transfer of Property Act, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India and Jammu and Kashmir UT. JAKEDA shall not entertain any request for clarifications from the Bidders regarding the same. Non- awareness of these laws or such information shall not be a reason for the Bidder to request for extension of the Bid Deadline. The Bidder undertakes and agrees that before submission of its Bid all such factors, as generally brought out above, have been fully investigated and considered while submitting the Bid.
- 2.7.2.4 JAKEDA shall not permit any change in any time schedule mentioned in this RFP or any financial adjustment arising due to lack of clear information on matters such as Site conditions, laws and regulations and other related information and/or its effect on the Bid.
- 2.7.3 The project shall be allotted for a period of 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.
- 2.7.4 The IPP shall be entitled to REC benefits as per the Joint Electricity Regulatory Commission (JERC) and as may be specified by the Govt. of Jammu & Kashmir or any other applicable electricity laws, rules or regulations or any other amendments in the laws from time to time.
- 2.7.5 The proceeds of carbon credits (CER's) from approved CDM project shall be shared between IPP and JAKEDA in the following manner, namely
- 2.7.6 100% of the gross proceeds on account of CDM benefit to be retained by the IPP in the first year after the date of commercial operation of the Hydel Project;
- 2.7.7 In the second year, the share of the JAKEDA shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the IPP and JAKEDA.
- 2.7.8 The onus of obtaining all statutory and non -statutory clearances will lie on the IPP. Government of Jammu & Kashmir (GoJK) and JAKEDA shall facilitate provision of statutory clearances in time bound manner.
- 2.7.9 Construction of project infrastructure including approach roads, arrangement for water supply, power for construction purposes, etc. shall be the responsibility of the IPP and the cost thereof shall be borne entirely by the IPP.
- 2.7.10 The technical requirements of integrated grid operation are specified in the Grid Code. The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for Regional Grids, Scheduling and Dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is readily available on the websites of Regional Load Dispatch Centers. The protection trip setting of the generation on under frequency df/dt and defense plan are coordinated at the

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RPC forum in consultation with all stakeholders duly taking into account the design parameters of the various machines.

2.7.11 Change in Bidding Consortium

- 2.7.11.1 The Bidders who have been declared qualified during technical evaluation may request for a change in Bidding Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership. In case of a request for change in the Bidding Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership, the provisions of the relevant clause of this RFP shall mutandis apply.
- 2.7.11.2 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 RFP:
- a. The Bidder with any of its Affiliates
 - b. Parent/ Affiliate (whose technical and / or financial credentials were used at the time of RFP) with any other Affiliate of the Bidder
 - c. Parent/ Affiliate/Ultimate Parent / Bidder with any other company provided
 - i. The company is not a Bidder for the Project,
 - ii. Parent/ Affiliate/Ultimate Parent of the company is not a Bidder for the Project,
 - iii. The company is not Parent/ Affiliate/Ultimate Parent of any Bidder for the Project
- 2.7.11.3 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/Ultimate 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.
- 2.7.11.4 The Bidder, shall submit all information required as stipulated in the RFP and as per the formats specified, for fulfilling the qualification criteria specified in the RFP except that period for which such information is to be submitted shall apply with respect to the date which is seven (7) days before the date of request for change in consortium. JAKEDA reserves the right to seek additional information from the Bidder, if considered necessary, during the course of evaluation of such request for change.
- 2.7.11.5 In addition to above the following shall apply with respect to the change in Consortium:
- The Lead Member of the Consortium is not allowed to be changed.
 - In case the Bidding Company intends to form a Consortium after submission of the RFP, then the Bidding Company shall be the Lead Member of such Consortium and shall fulfill all the requirements of RFP, including technical requirements.
 - No change in composition of a Consortium or a change from Bidding Company to Consortium or a Change in Ownership shall be permitted in the period between a period commencing from fifteen (15) days prior to Bid Deadline of RFP and issuance of Letter of Intent. Accordingly, no request for a proposed change in composition of a Consortium or request for approval of the Change in Ownership shall be entertained during this period.
- 2.7.11.6 Subject to the above and to the provisions of clause 2.7.11.2 and 2.7.11.3 or any other relevant clauses of RFP, any request for change in the membership of the Consortium or, change from Bidding

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Company to Bidding Consortium may be considered only upon the Bidder making a prior written application to the JAKEDA seeking its approval for such change.

It is clarified that the evaluation of the new Bidding Consortium, in case the Bidding Consortium has requested for any changes in the composition, shall be carried out as per the provisions of clause of 3.1.1, 3.1.2 & 3.1.3 of this RFP.

- 2.7.11.7 In case of non-compliance with any of the conditions of clauses 2.7.11 or any other relevant clauses of this RFP, JAKEDA reserves the right to reject the Bid or cancel the Letter of Intent, if issued and the provisions of clause 2.7.1.3 of this RFP shall apply.

2.7.12 Minimum Equity holding / EquityLock-In

- 2.7.12.1 The IPP shall be permitted to incorporate a new public/private limited IPP for the implementation of the Project with its Registered Office within Jammu & Kashmir. All rights and obligations under this Agreement shall thereafter be transferred to the new IPP. The successful bidder to whom the project is originally allotted (i.e Domicile of J&K) shall be required to maintain an equity stake of at least 51% in the equity of the Project throughout the life of project.

It is clarified that if any of the entity/entities mentioned in serial number 16 of Clause 2.10 make equity investment in the IPP, the minimum shareholding requirements specified in this Clause 2.7.12.1, shall apply to such entity/entities. It is also clarified that in case the Selected Bidder is a Bidding Consortium, then the members (other than the Lead Member) of such Bidding Consortium shall be allowed to divest their equity as long as the other remaining members (which shall always include the Lead Member) hold the minimum equity specified above. It is further clarified that in case equity is held by the Affiliates, Parent or Ultimate Parent, subject to the proviso below, the Selected Bidder shall be permitted to transfer its shareholding in the IPP to its Affiliate/s or Ultimate Parent. If any such share holding entity, qualifying as an Affiliate/Ultimate Parent, is likely to cease to meet the criteria to qualify as an Affiliate/Ultimate Parent, the shares held by such entity shall be transferred to another Affiliate/Ultimate Parent.

Provided further, the Lead Member of the Consortium or Bidding Company shall compulsorily hold at least twenty six percent (26%) of the total paid equity share capital of the IPP for at least five (5) years post COD of the Power Station, where after Lead Member or Bidding Company shall have the right to disinvest its entire equity holding in the IPP. In case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent or Parent, such restriction shall apply to such entities.

All transfers of shareholding of the IPP by any of the entities referred to above shall be after prior written intimation to JAKEDA, of at least thirty (30) days.

- 2.7.12.2 The Selected Bidder may invest in the equity share capital of the IPP through its Affiliate(s) or Ultimate Parent or Parent. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent or Parent, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained. For this purpose, the effective shareholding of such Selected Bidder in the IPP shall be considered as follows:-

- For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent in such Affiliate(s) or Parent and the equity holding of such Affiliate(s) or Ultimate Parent in the IPP shall be computed in accordance with the example given below:

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- If the Parent or the Ultimate Parent of the Selected Bidder A directly holds thirty percent (30%) of the equity in the IPP, then holding of Selected Bidder A in the IPP shall be thirty percent (30%);
- If Selected Bidder A holds thirty percent (30%) of the Affiliate and the Affiliate holds fifty percent (50%) in the IPP, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Selected Bidder A in the IPP shall be fifteen percent (15%), (i.e. 30%*50%);

2.7.12.3 The provisions as contained in this clause 2.7.12 and Article 5 of IA shall override the terms of the Joint Deed Agreement submitted as a part of RFP.

2.8 Due dates

2.8.1 The Bidders should submit the Bids online by or before 17:00 hrs (IST) on 10.07.2025. The hard copy of the bid shall reach the JAKEDA, Jammu Office by or before 15:00 hrs (IST) on 11.07.2025.

Address of the Office

Jammu & Kashmir Energy Development Agency (JAKEDA)
Science and Technology Department
TawanaiGhar, SDA Colony, Bemina, Srinagar
/
Energy Bhawan, Channi Rama, Jammu
Email: xenjakeda@gmail.com

2.8.2 Important timelines are mentioned below:-

| Sr. No | Description | Details |
|--------|--|----------------------------|
| 1 | Period of availability of bid Document online | 11.06.2025 to 10.07.2025 |
| 2 | Last date & time of submission of e- bids | 10.07.2025 (5:00pm) |
| 3 | Last date & time of Submission of hard copies. | 11.07.2025 (3:00pm) |
| 4 | Date & time of opening of Part – I (Technical -Bids) | 14.07.2025 (1:00 pm) |
| 5 | Date & time of opening of Part – II (Financial-Bid) | After Technical Evaluation |

2.9 Validity of the Bid

2.9.1 The Bidder shall submit the Bid which shall remain valid for a period of one hundred eighty (180) days from the Bid Deadline. JAKEDA reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.9.2 JAKEDA may solicit the Bidder's consent for an extension of the period of validity of the Bid, not exceeding sixty (60) days. The request and the response, thereafter, shall be in writing. In the event the Bidder refuses to extend the Bid validity as requested by JAKEDA, JAKEDA shall not be entitled to invoke the Bid Bond. A Bidder accepting JAKEDA's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the JAKEDA within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.10 **Method of Bidsubmission**

2.10.1 The entire bid submission process is online. The online bid shall consist of two Stages: Stage-I and Stage-II.

Stage I- Technical Bid

Stage II- Financial Bid

2.10.2 **Stage I – Technical Bid comprising of:**

(Attach Scanned Copy)

1. 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 & the same acknowledgement be uploaded in e-tendering as one of the documents, in absence of this tenders will be rejected.

(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

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(Attach Scanned Copy)

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

(Attach Scanned Copy)

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

(Attach Scanned Copy)

9. Annexure 5A-Networth Rs. One Crore & Fifty Lakh (Rs. 1.50 Cr.) or equivalent US\$ derived from any of the past three years (2022-23, 2023-24 and 2024-25) audited annual accounts. The certificates in this regard shall be obtained from chartered accountant accompanied by audited balance sheets, other documents.

(Attach Scanned Copy)

10. Annexure 5B-Average Annual Financial Turnover Rs. One Crore (Rs. 1.00 Cr.) or equivalent US\$ derived from the past three years (2022-23, 2023-24 and 2024-25) audited annual accounts. The certificates in this regard shall be obtained from chartered accountant accompanied by audited balance sheets, other documents.

(Attach Scanned Copy)

11. Annexure 6- Bidder must have experience of developing or executing through EPC contracts of any Infrastructure projects in Govt./Semi-Govt./PSUs such as Power, Ports, Airports, Roads, Rails, Refineries, Steel Plants, Gas Pipelines, Canals, Dams, Bridges, Telecommunications, Shipping etc. or developing power projects through EPC.

- i. In the last 7 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, and
- ii. In the last 7 years (starting from 1st Jan, 2018), the capital cost of at least one infrastructure project should be equivalent or more than Rs.0.50 Crores or equivalent US\$ per MW

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 2MW capacity subject to a maximum eligibility of 15MW..

Note:- Developing or executing through EPC contract of a project in Govt./Semi-Govt./PSUs means successful commissioning of a project developed or executed through EPC contract in Govt./Semi-Govt./PSUs 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.

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12. Annexure 7 – Format of Disclosure.

(Attach Scanned Copy)

13. Annexure 8 – Letter of Consent.

(Attach Scanned Copy)

14. Annexure 9- Bid Bond.

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15. Annexure 10- Undertaking and scheduled COD.

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16. Annexure 11- Board Resolution (Format-1).

(Attach Scanned Copy)

17. Annexure 11- Board Resolution (Format-2).

(Attach Scanned Copy)

18. Annexure 12- Undertaking for equity investment.

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

2.10.3 Stage II– comprising of online Financial Bid.

The comparative statement of financial bids uploaded online shall be framed separately for each HEP site based on the upfront premium quoted by the prospective bidder.

Financial bids shall be opened online for those bidders only who qualify for One or more projects based on the evaluated bid capacity.

- 2.10.4 The Bidder has the option of sending its hard copy of the bid either by registered post or speed post, or courier, or by hand delivery, so as to reach the JAKEDA at the designated address by or before the Bid Deadline. JAKEDA shall not be responsible for any delay in receipt of the hard copy of the Bids. Any hard copy of the Bid received by the JAKEDA after the Bid Deadline shall be returned unopened.

- 2.10.5 It may be noted that hard copy of the Bid (Technical) shall not contain any information/document relating to Financial Bid. If Non-financial Bid contains any such information/documents, the JAKEDA shall not be responsible for premature opening of the Financial Bid.

All pages of the Bid submitted and corrections, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid.

- 2.10.6 Hard copy of the Bid shall be submitted in original.

- 2.10.7 If the hard copy of the bid (Technical) is not sealed and not transcribed as required, the JAKEDA will assume no responsibility for the Bid's misplacement or premature opening.

2.11 Preparation cost

- 2.11.1 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.

- 2.11.2 The cost of this RFQ/RFP is **Rupees Ten thousand (Rs. 10,000) / project** which shall be non-refundable. This amount should be deposited in favour of Jammu and Kashmir Energy Development Agency (JAKEDA). Account No. 0110040500000058 (Savings Bank Government), Branch office J&K Bank

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Moving Secretariat Jammu/Srinagar & the same acknowledgement be uploaded in-tendering as one of the documents, in absence of this, tenders will be rejected.

2.12 Bid Bond

Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the nationalized banks. The value of such Bid Bond shall be **Rupees Seven Lakhs Fifty Thousand (Rs. 7,50,000/-)** for each MW of MHP site. However, if the prospective bidder chooses to bid for one MHP site only, it will have to submit the bid bond with a value of Rs. 7,50,000/= for each MW of capacity he chooses to bid for.

The Bid Bond validity date will be 180 + 40 Days from Bid Deadline date. In case the Bid deadline date extends by 2 days then the Bid Bond validity date also extends by 2 days and accordingly.

2.12.1 Subject to the provisions of Clause 2.2.2, the Bid Bond may be invoked by JAKEDA on account of any of the following:

- Failure to execute the IA and other RFP Project Documents as per the provisions of Clause 2.2.1.2;or
- Failure to furnish the Performance Guarantee as per Clause 2.2.1.2 and Clause 2.13;or
- The Bid Bond shall also be invoked by the JAKEDA for submission of wrong information by the Bidder or making any misrepresentation in Bid as mentioned in Clause 2.7.1.3.

Intimation of the reasons of the invocation of the Bid Bond shall be given to the Selected Bidder within three (7) working days after such invocation.

2.12.2 Return of Bid Bond

(Bid bond if asked to submit as a special case)

- i. Bid Bonds of all the Bidders who's Bids are declared non-responsive shall be returned within a period of thirty (30) days after the date on which Financial Bids are opened.
- ii. The Bid Bond of all unsuccessful Bidders shall be returned and released by the JAKEDA within a period of thirty (30) days of the occurrence of the earlier of the following:
 - a) submission of the acceptance letter by the Successful Bidder as per the provisions of the Project Documents;
 - b) Expiry of the Bid Validity/extended validity of unsuccessful Bidders.

2.12.3 The Bid Bond of the Successful Bidder shall be returned on submission of Performance Guarantee as per Clause 2.13 and the provisions of the IA.

2.13 Performance Guarantee

2.13.1 The Selected Bidder, on behalf of the IPP, shall provide to the JAKEDA within the time period as specified in Clause 2.2.1.2, the Performance Guarantee in the format as prescribed, for an amount of **Rs 11.00 Lakh /MW**. The Performance Guarantee shall be initially valid for a period of three (3) months after the Scheduled COD of the Power Station and thereafter shall be dealt with in accordance with the provisions of the IA. The Performance Guarantee shall be issued only by any nationalized banks. MSME exempted in terms of relevant Govt. Rules / GFR 2017.

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2.14 Bidders may note that

- 2.14.1 Language of the Bid shall be English only.
- 2.14.2 Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Annexure2.
- 2.14.3 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.

2.15 Opening of Bids

- 2.15.1 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 the JAKEDA to the Bidders.

2.16 Enquiries

Clarifications under Clause 2.5.3 may be sought from:
Jammu & Kashmir Energy Development Agency (JAKEDA)
Science and Technology Department
TawanaiGhar, SDA Colony, Bemina, Srinagar
/
Energy Bhawan, Channi Rama, Jammu
Email: xenjakeda@gmail.com

2.17 Right of JAKEDA to reject any Bid

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

Non submission and/or submission of incomplete data/ information required under the provisions of RFQ/RFP 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.

2.18 Eligibility

As per the Policy for Development of Micro/Mini Hydro Power Projects-2011 and as described in the NIT.

2.19 Qualifying Criteria

- 2.19.1 Bidders should have technical experience and financial capability to execute the Projects as specified in this RFP. 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.
- 2.19.2 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.
- 2.19.3 The Bidder may choose to bid for any number of projects advertised by JAKEDA provided the individual capacity of the projects bid for, shall not be more than the maximum qualifying capacity for which the bidder has been qualified during technical evaluation stage considering the qualification criteria.
- 2.19.4 The Bidder must fulfill the following minimum technical requirements:-

Bidder must have experience of developing or executing through EPC contracts in Govt./Semi-Govt./PSUs of any Infrastructure projects in Govt. / Semi-Govt./PSUs such as Power, Ports, Airports, Roads, Rails, Refineries, Steel Plants, Gas Pipelines, Canals, Dams, Bridges, Telecommunications, Shipping etc. or

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developing Power Projects through EPC.

- 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, 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 Crores or equivalent US\$ per MW

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 2MW capacity subject to a maximum net eligibility of 15.0MW.

Note:- Developing or executing through EPC contract in Govt./Semi-Govt./PSUs of a project means successful commissioning of a project developed or executed through EPC contract in Govt./Semi-Govt./PSUs 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.

2.19.5 The Bidder must fulfill following minimum financial requirements for each MW of capacity:

- i. Networth Rs. One Crore & Fifty Lakh (Rs.1.50 Cr.) or equivalent US\$ derived from any of the past three years (2022-23, 2023-24 and 2024-25) audited annual accounts. The certificates in this regard shall be obtained from chartered accountant accompanied by audited balance sheets, other documents.
- ii. Average Annual Financial Turnover of Rs.1.0 Crore (Rs. One Crore) or equivalent US\$ derived from the past three years (2022-23, 2023-24 and 2024-25) audited annual accounts. The certificates in this regard shall be obtained from chartered accountant accompanied by audited balance sheets, other documents.

Note:- The certificates with regard to Net-worth & Financial 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 for all the projects. The bidder shall be considered for Nil/One/more projects based on the evaluated bid capacity. Prospective Developers who have already commissioned Power Projects under IPP mode need not to submit above financial documents.

3. EVALUATIONCRITERIA

3.1 Bid Evaluation

The Bid evaluation process comprises of the following threesteps:

- i. Step I – Responsiveness check & Evaluation of Non Financial Bids (Technical)
- ii. Step II - Evaluation of Financial Bids (Financial)
- iii. Step III - Successful Bidder selection

3.1.1 Step I – Responsiveness check & Technical Evaluation of Non- Financial Bids

The Non-Financial/Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish “Responsiveness”. Subject to Clause 2.10.2, any of the document missing may cause the Bid to be considered “Non- responsive”.

- 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.
- The Bidding Company or Bidding Consortium must fulfill the minimum technical and financial requirement mentioned in clauses 2.19.
- ***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.***
- If a Bid is submitted by Bidding Company, technical experience and financial parameters of Bidding Company/member 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;
- ***The technical experience criteria shall be met by the Lead Member of the Consortium;***
- The technical and financial capability of a particular company shall not be used by more than one Member of a Bidding Consortium;
- The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 2.19.4) and financial capability (mentioned in clause 2.19.5) 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.

3.1.2 Step II - Evaluation of Financial Bids

- 3.1.2.1 Financial Bids which have been uploaded online by the bidders, based on the Responsiveness check & Evaluation of Non Financial Bids (Technical) as specified above in Clause 3.1.1, shall be opened online. Provided however, in case Financial bid of only one Bidder remains after the responsiveness check & Evaluation of Non Financial Bids, Technical (StepI) under Clause 3.1.1, the financial bid of such Bidder shall not be opened and the matter shall be referred to the Committee designated vide Order No. 75-EDA of 2023 dated 31.07.2023. If the said Committee recommends for single bid opening followed by the approval of CEO, JAKEDA, the Single bid shall be opened
- 3.1.2.2 ***Financial bids shall be opened online for those bidders only who qualify for One/more projects based on the evaluated bid capacity.***

3.1.3 Step III– Successful Bidder Selection

- 3.1.3.1 The Upfront Premium as per Clause 3.1.2 shall be ranked from the highest to the lowest and the Bidder which has quoted the highest amount of Upfront Premium payable to JAKEDA shall be declared as the Successful Bidder for that Project.

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- 3.1.3.2 In case the amount of Upfront Premium quoted for the same Project of the two bidders is identical, then the bidder having better technical experience based on the documents submitted for meeting the technical criteria in RFP shall be considered as Successful Bidder.
- 3.1.3.3 The Originator shall be asked to match the Financial Bid submitted by the Successful Bidder through an intimation sent by JAKEDA after the declaration of Successful Bidder. In case the Originator agrees to match the Financial Bid submitted by the Successful Bidder within a period of seven (7) days from intimation by JAKEDA, the project shall be awarded to the Originator else the project shall be awarded to the Successful Bidder and the Letter of Intent shall be issued to such Successful Bidder.
- 3.1.3.4 If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in Clause 2.2.1.2, then in accordance with provisions of clause 2.2.2, the JAKEDA reserves the right to cancel the Letter of Intent. Further, in such a case, the provisions of clause 2.7.1.3 shall apply.
- 3.1.3.5 The successful bidder, to whom the Letter of Intent is issued, must execute the Implementation Agreement (IA) with JAKEDA within one (1) month from the issue of LOI.

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 in accordance with Clause 2.7.12.2, 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.

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:

Telephone No.:

E-mail address:

Fax / No.:

To

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

Sub: Bid for development of Hydro Electric Power (HEP) Stations

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFP for development of Micro/Mini Hydro Power Projects in the state of Jammu & Kashmir, hereby submit our hard copy of Bid.

1. Bid Bond

We have enclosed a Bid Bond of Rs. _____, in the form of bank guarantee no. dated __ as per your proforma (Annexure-9) from a _____ (insert name of bank providing Bid Bond) and valid upto _____ in terms of Clause 2.12 of the RFP.

2. Acceptance

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

3. 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 Clause 2.7.2 of RFP have been fully examined and considered while submitting the Bid.

4. Contact Person

Details of contact person as required under Clause 2.14.2 furnished as under:

Name

Designation

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Company

Phone Nos

Address

Fax Nos.

E-mail address

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

Dated the _____ day of _____ - _____ of 2025

Thanking you,

We remain,

Yours faithfully,

Name and Signature of Authorised Person in whose name Power of Attorney/Board Resolution.

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 top lace 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 PROPOSAL (RFP) BID DOCUMENTNO.(
-----)

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
..... (herein after 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.....
(herein after called the "Partner-3", which expression shall include its successors, executors
and permitted assigns) and M/sa
Company incorporated under the laws of.....
and having its Registered Office at
(herein after 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 (-----) of Jammu
and Kashmir Energy Development Agency (JAKEDA) having its Office at
_____, Srinagar, Jammu and Kashmir.

WHEREAS, the JAKEDA had invited Request for Proposal vide its (RFP dated)

AND WHEREAS, as per the RFP 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 WITNESSTH 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 RFP 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 |
|-----------|------------|
| 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 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 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.

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 beenaffixedinmy/our presence pursuantto

Board / Board ofDirectorsResolution

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.....

Designation.....
4.

For M/s.....

(Partner 4)

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

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 authorise 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 Proposal dated _____ **2025** issued by Jammu and Kashmir Energy Development Agency, as amended, including signing and submission of the Bid and all documents specified in the RfP, 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
(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.

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 Proposal on _____ as amended ('RFP') for inviting the bids in respect of setting up of Mini/Micro Hydro Power Projects in the state of Jammu & Kashmir on the terms and contained in the RFP and other Project Documents (as defined in RFP);

AND WHEREAS _____, _____, _____ and _____ [Insert names of all members of Consortium] the members of the Consortium are desirous of submitting Bid in response to the RfP, and if selected, undertaking the project as per the terms of RFP and RFP 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 Authorised Representative] in response to the RfP, to appoint _____ [Insert the name] as Lead Member to represent all the other members of the Consortium for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RfP, 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 RFP, 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 Proposal dated _____ issued by JAKEDA, as amended ('RFP'), including signing and submission of the Bid and all documents specified in the RfP, 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 RFP and signing of all the RFP Project Documents by all the parties thereto.

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

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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 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.

Annexure 5A: 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,
Executive Engineer,
JAKEDA,
Tawanai Ghar, SDA Colony, Bemina, Srinagar
/
Energy Bhawan, Channi Rama, Jammu

This is to certify that Net-worth of _____ {insert the name of bidding entity/ consortium partner}, as of 31st March (2022-23, 2023-24 and 2024-25) 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 Attorney holder)

Chartered Accountant
(Stamp & Signature)

(Please also affix common seal of Bidding Company/ Member in a Bidding Consortium. Also attach balance sheets with ITRs & other relevant documents)

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,
Executive Engineer,
JAKEDA,
Executive Engineer,
JAKEDA,
Tawanai Ghar, SDA Colony, Bemina, Srinagar
/
Energy Bhawan, Channi Rama, Jammu

This is to certify that Annual Turnover of _____ {insert the name of bidding entity / consortium partner}, as of 31st March (2022-23, 2023-24 and 2024-25) 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)

(Please also affix common seal of Bidding Company/ Member in a Bidding Consortium. Also attach balance sheets with ITRs & other relevant documents)

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 (Rs. Crore) | Date of Completion/Commissioning |
|--------|---------------------------------|---------------------|-----------------------|------------------------|------------------------------------|----------------------------------|
| 1. | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| | | | | | | |

*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 in Govt. Semi-Govt./PSUs 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.

The experience certificates shall be supported with the photocopy of the allotments.

Annexure 7 - Format of Disclosure

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

Disclosure

We hereby declare that we _____
submit only one bid per project, either as a bidding company or as a member of bidding Consortium. It is also clarified that any of the Parent/ Affiliate/Ultimate 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 as per clause 2.7.11.3 of RFP.

Signature of
Bidding company / Each Member of Bidding Consortium

Annexure 8 – Letter of Consent

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

To,
Executive Engineer,
JAKEDA,
TawanaiGhar, SDA Colony,Bemina, Srinagar
/
Energy Bhawan, Channi Rama, Jammu
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

Authorised Signatory (Power of Attorney holder)

Annexure 9: Format for Bid Bond

(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. MSME exempted in terms of relevant Govt. Rules / GFR 2017)

In consideration of the *[Insert name of the Bidder]* submitting the Bid inter alia for setting up the Micro/mini Hydel Project/s in the UT of Jammu & Kashmir in response to the RFP dated _____ issued by JAKEDA as amended from time to time and JAKEDA considering such Bid of *[insert the name of the Bidder]* as per the terms of the RFP, the *[insert name of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Jammu & Kashmir Energy Development Agency at 16, New Rehari, Jammu, Jammu & Kashmir, -, India forthwith on demand in writing from Chief Executive Officer, Jammu & Kashmir Energy Development Agency or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ only, on behalf of _____ M/s. _____ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including *[insert Bid validity date]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ only. Our Guarantee shall remain in force until *[insert Bid validity date]*. The Jammu & Kashmir Energy Development Agency shall be entitled to invoke this Guarantee until *[insert Bid validity date+ 30 days]*.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Jammu & Kashmir Energy Development Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the JAKEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require JAKEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Jammu & Kashmir energy Development Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation,

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restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Jammu & Kashmir Energy Development Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by Jammu & Kashmir State Energy Development Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____(Rs. _____only) and it shall remain in force until *[insert Bid validity date]* with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Jammu & Kashmir Energy Development Agency serves upon us a written claim or demand.

Signature_____

Name_

Power of Attorney No._____

For

_____ [Insert Name of the Bank]_____

Banker's Stamp and Full Address. Dated this_____day of_____, 2025

***These dates will stand extended corresponding to the extension in Bid Deadline. In case the Bid deadline date extends by 2 days then the Bid Bond validity date and JAKEDA entitlement to invoke the Bid Bond will also extend by 2 days and accordingly.**

Annexure 10: Undertaking and Scheduled COD

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

Chief Executive Officer,
JAKEDA,
Jammu/Srinagar.

Dear Sir,

Sub: Bidders' Undertaking and Scheduled COD for development of Micro/Mini Hydro Power projects in the UT of Jammu & Kashmir

We hereby undertake on our own behalf and on behalf of the IPP, that if selected as the Successful Bidder for the Project:

1. We give our unconditional acceptance to the RFP Project Documents issued by Jammu and Kashmir Energy Development Agency as a part of the RFP dated _____, as amended. We shall ensure that the IPP shall execute such RFP Project Documents as per the provisions of the RFP.
2. We have submitted our online Financial Bid strictly without any deviations, conditions.
3. We have submitted the Bid on the terms and conditions contained in the RFP and we hereby confirm our acceptance of all the terms and conditions of RFP.
4. Our Bid (including Financial Bid) is valid for a period of 180 days from the deadline date as per the Clause 2.9 of the RFP.
5. We have assumed that if we are selected as the Successful Bidder, the provisions of the Joint Deed Agreement submitted at the time of RFP, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of clause 2.7.12.1 of RfP and Article 5.29 of IA. (Applicable only in case of a Bidding Consortium)
6. We confirm that the Scheduled COD of the Project shall not be later than 36 months from the obtaining all statutory clearances as stated in article 3.2 of IA.
7. We confirm that our Financial Bid conforms to all the conditions in the RFP including:
 - a) Financial Bid is unconditional
 - b) Only one Financial Bid is submitted for a single Project

Signature and name of Authorised Person in whose name Power of Attorney/Board Resolution as per Clause 2.10 is issued

Original Power of Attorney/Board Resolution as per Clause 2.10 is enclosed with the hard copy of the bid. Rubber stamp of the Bidder to be affixed.

Annexure 11: Format-1 for Board Resolutions

Format of the Board Resolution for the Bidding Company and each member of the Consortium

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for investment of..... percent (..... %) of the total equity share capital requirements of the Project representing the entire amount proposed to be invested by the Company for the Micro/Mini/Small Hydro Power Projects, partly by acquisition from Jammu and Kashmir Energy Development Agency and partly by subscribing to the new equity shares, as per the terms of the RFP.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share obligatory on the part of the Company pursuant to the terms and conditions contained in the Joint Deed Agreement dated executed by the Company as per the provisions of RFP.

**

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Selected Bidder, the following paras in the Board Resolution shall also be passed;]

RESOLVED THAT the Board hereby acknowledges the Board Resolution **dated** passed by the [Name of the *Affiliate(s)/Parent/Ultimate Parent*] regarding the investment of.....percent(.....%)of the total equity share capital requirements of the IPP, which is to be invested by the [Name of the Affiliate(s)/ Parent/Ultimate Parent] for the [Insert name of the Project], partly by acquisition from JAKEDA and partly by subscribing to the new equity shares, as per the terms of the RFP.

FURTHER RESOLVED THAT _____, be and is hereby authorised to enter into take all the steps required to be taken by the Company in this regard, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the related documents, certified copy of this Board Resolution or letter, undertakings etc, required to be submitted to JAKEDA as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be

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affixed.

- 2) The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit a certificate signed by a person authorized by law of the Bidder's country certifying that the resolution has been provided in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

*****Applicable only for Bidding Consortium. To be adopted by Lead Member***

Annexure 11: Format-2 for Board Resolutions

Format for the Board Resolution of Affiliate/s and Parent or Ultimate Parent

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for issuing an Undertaking to JAKEDA named in the RfP, in the format specified in the RFP issued by JAKEDA, draft of which is attached hereto and initialed by the Chairman whereby the Company undertakes to invest % of the total equity share capital requirements of the IPP, as per the terms of the RFP, representing the entire amount proposed to be invested by [insert the name of the Bidder or member] for the said Project, in case of failure of [insert the name of the Bidder or member] to make such investment”.

FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution dated _____ passed by [Name of the Bidder/Member in a Consortium] regarding thereiterationofthetermsandconditionsoftheJointDeedAgreementdated _____ including in particular the obligations of [Name of the Selected Bidder] pertaining to joint and several liability to the extent of 100% equity contribution to the project, i.e., for both its own liability as well as the liability of all the other members of the consortium, viz., [Insert names of all the other Members in a Consortium for the Bid] and consent of the Board is hereby accorded for issuing an Undertaking to JAKEDA named in the RfP, in the format specified in the RfP issued by JAKEDA, draft of which is attached hereto and initialed by the Chairman whereby the Company undertakes to invest 100 % of the total equity share capital requirements of the IPP, as per the terms of the said Joint Deed Agreement.**

FURTHERRESOLVEDTHAT _____, be and is hereby authorised to enter into and take all the steps required to be taken by the Company in this regard, including in particular, signing the said Undertaking, issuing the same to the JAKEDA of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to JAKEDA as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be affixed.
- 2) The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.

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- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit a certificate signed by a person authorized by law of the Bidder's country certifying that the resolution has been provided in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

***** Applicable only for Consortium to be adopted only by the Affiliate/Parent /Ultimate Parent of the Lead Member in a Bidding Consortium***

Annexure 12: Undertaking for Equity Investment

[On the Letter Head of the Parent /Affiliates/Ultimate Parent]

Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To

The CEO,

JAKEDA,

Srinagar / Jammu

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request For Proposal (RFP) dated _____, as amended ('RfP') issued by you regarding setting up of Mini/Micro Hydro Power Projects in the state of Jammu & Kashmir.

We have carefully read and examined in detail the RFP regarding submission of an undertaking regarding the investment in the equity share capital of the Project. We have also noted the amount of the equity investment required in the IPP for the Project by the [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of [Insert the name of the Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of the IPP as specified in the RFP [and/or the Joint Deed Agreement to the extent applicable]***, we shall invest the said amount not invested by [Insert the name of the Bidder or the Consortium Member] in the proposed Special Purpose Vehicle to be formed for the Project.

We have attached hereto certified true copy of the Board Resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

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

Signature and Name of the Authorised representative of the Company

Company rubber stamp/seal

*****The language in [] may be added in case of Lead Member in a Bidding Consortium**