



JAMMU & KASHMIR ENERGY DEV. AGENCY
SCIENCE AND TECHNOLOGY DEPARTMENT
TAWANAI GHAR, SDA COLONY, BEMINA, SRINAGAR

Tele-fax 0191-2546494 (j)
0194-2430424(S)
Email : jakeda-jk@nic.in

Approval of the Project.

M/s Mass N-Ergy Pvt. Ltd.
Top Floor, Khidmat Complex,
Phase-II. Regal Lane, Residency Road,
Srinagar.

No:-ST/EDA/74/2015/P-II/2610-22

Dt:-04 -08-2017

Sub: Letter of Award (LOA) for implementation of 2 MW Lashpathri -I Hydro Power Station proposed to be located at Tehsil Kangan, District Ganderbal, Jammu & Kashmir, to be developed on BOOT basis.

- Ref: (i) This office RFQ No. ST/EDA/MHP/74/2015 dated 16.11.2015.
(ii) Your offer dated Nil.
(iii) This office clarification letter No. ST/EDA/74/2015/5904-23 dated 25.05.2016.
(iv) Your reply to clarification mailed on 13.06.2016.
(v) This office RFP dated 14.12.2016.
(vi) Your offer dated 24.04.2017.
(vii) This office clarification letter No. ST/EDA/74/2015/P-II/1839-42 dated 06.06.2017
(viii) Your reply to clarification dated 12.06.2017.

Dear Sirs,

For and on behalf of Governor of J&K State, we confirm having accepted your bid and hereby allot the site in your favour for implementation of 2MW Lashpathri -I Hydro Power Project proposed to be located at Tehsil Kangan, District Ganderbal, Jammu & Kashmir to be developed in terms of "Policy for development of Micro/Mini Hydro Power Project-2011" notified vide Govt. Order No. 71-ST of 2011 dated 27.12.2011 on BOOT basis for a period of 40 (forty) years from the date of issuance of LOA on the following Terms &

Conditions:-

1. Terms and Conditions :

Sr. No.	Particulars	Terms & Conditions
1	Upfront Premium	Rs.2,44,000/- (<i>Rupee two lakhs forty four thousand only</i>) to be paid to JAKEDA within a period of 15 days from the date of issuance of this letter.
2	Pre-development cost (<i>As per clause 1.11 of RFP</i>)	Rs. 20,00,000/- (<i>Rupees twenty lakhs only</i>) to be paid to JAKEDA towards recovery of cost incurred by JAKEDA, as per the following schedule:- <ul style="list-style-type: none"> ➤ 10% after issuance of LOA. ➤ 10% on accord of TEC to the project. ➤ 30% on financial closure of the project. ➤ 50% on CoD of the project.
3	Performance Guarantee (<i>As per clause 2.13.1 of RfP</i>)	Rs.11,00,000/- (<i>Rupees eleven lakhs only</i>) per MW to be provided to JAKEDA.
4	Implementation Agreement	Signing of the Implementation Agreement as provided (<i>separately</i>) under Annexure-I with the RfP document within 01 (one) month from the issuance of LoA.
5	Other Terms & Conditions	All the terms & conditions of RFQ, RfP & IA Documents with all modifications and revisions shall be applicable.

2. As per the provisions of clause 2.4 of the RfP, you will deposit the following amount within a period of fifteen (15) days from the date of issuance of LOA:

Upfront Premium of Rs. Rs.2,44,000/- (*Rupee two lakhs forty four thousand only*) payable in the shape of Bank Draft favouring Chief Executive Officer, JAKEDA.

3. As per the provisions of clause 2.2.1.2 and 2.13.1 of the RfP, you are required to fulfill the following formalities within a period of thirty (30) days from the date of issuance of LOA :

- (i) Furnish a Performance Guarantee of **Rs. 11,00,000** (*Rupees eleven lakhs Only*) per MW in favour of the Chief Executive Officer, JAKEDA as per format provided in Annexure 10 of the RfP;
- (ii) Pay an amount of **Rs.20,00,000/-** (*Rupees twenty lakhs only*) on account of Pre-Development Cost as per schedule specified above; and
- (iii) Execution of Implementation Agreement with JAKEDA in terms of RIQ/RFP document.

4. It is also clarified that you shall have no lien over the land of the project, water of the river, minerals if discovered etc. except to the extent, same is deemed essential for execution, completion, commissioning and operation of the project.

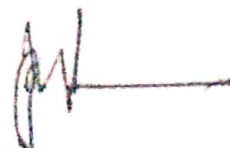
5. In case of any failure in fulfilling the required formalities within the allotted timelines, Jammu & Kashmir Energy Development Agency is at liberty to cancel this Letter of Award & invocation of Bid Bonds. Provisions of clause 2.12.2 of the RfP are reproduced hereunder for your reference :-

" 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 (03) working days after such invocation."

6. It may be noted that by participating in the bidding process for selection of developers for development of Micro/Mini Hydel Projects in the state of Jammu & Kashmir, organized by JAKEDA, you have already provided your unconditional acceptance to the terms & conditions of the RFP document issued by JAKEDA. Further the date and time for signing of the Implementation Agreement (IA) will be indicated in due course of time.



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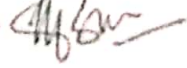
7. It is further clarified that the State of Jammu & Kashmir/allotting authority reserves the right to cancel/modify or annul the agreement in accordance with the stipulations contained in the agreement.

Yours sincerely,



(P.R. Dhar)

Chief Executive Officer
JAKEDA.



Copy to the:-

1. Principal Secretary to Govt., Power Development Department, Srinagar
2. Commissioner/Secretary to Govt., Forest Department, Srinagar.
3. Commissioner/Secretary to Govt., PHE, Irrigation & Flood Control Deptt., Srinagar
4. Commissioner/Secretary to Govt., Science & Technology Department, Srinagar.
5. Managing Director, JKSPDC, J&K, Srinagar.
6. Commissioner, Commercial Tax, J&K Srinagar.
7. Commissioner Indus, Block 11, 8th Floor, CGO Complex, Lodhi Road, New Delhi-110 003
8. Deputy Commissioner, Ganderbal for information with the request that necessary logistics support, in the acquisition of land as also during the construction period may kindly be extended to the bidder for early completion of the power project.
9. Development Commissioner, Power, PDD, J&K, Srinagar.
10. Sh. H.R.Khan, Director (SHIP Division), MNRE, Gol, New Delhi.
11. Secretary, JKSERC, J&K, Srinagar.
12. Pvt. Secretary to Hon'ble Minister for Science & Technology Department for inf. of the Hon'ble Minister.



JAMMU & KASHMIR ENERGY DEV. AGENCY
SCIENCE AND TECHNOLOGY DEPARTMENT
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ceojakeda2@gmail.com

ORDER NO:- 03- EDA OF 2018
DATED:- 09 - 01 - 2018

Sub: Techno Economic Clearance for 8.5 MW Lashpathri-I Small
Hydel Project located at Tehsil Kangan District Ganderbal to be
implemented by M/s Mass N-Ergy Pvt. Ltd.

Ref: MoM of TEC Committee issued vide No. ST/EDA/TEC/57/2013/141-
44 dated 09.01.2018.

PREAMBLE:

2.0 MW Lashpathri-I Mini Hydel Project was awarded in favour of
M/s Mass N-Ergy Pvt. Limited, Srinagar vide LOA No. ST/EDA/74/2015/
P-II/2610-22 dated 04.08.2017.

The IPP Mass N-Ergy Pvt. Limited submitted the DPR for an
installed capacity of 8.5 MW given the availability of power potential at the
site and requested JAKEDA for accord of Techno-Economic Clearance
(TEC). The TEC Committee constituted vide G.O. No 19-A-ST of 2013
dated 22.10.2013 scrutinized and deliberated over the DPR and decided to
grant the necessary TEC for development of the project.

TECHNO ECONOMIC CLEARANCE

Therefore, Techno Economic Clearance is hereby accorded for
development of 8.5MW Lashpathri-I Small Hydel Project.

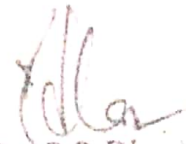
The Salient features of the TEC cleared DPR are annexed herewith.

(85)

TERMS & CONDITIONS :

1. The IPP will deposit the additional upfront premium payable towards JAKEDA for the enhanced capacity of 6.5MW amounting to Rs.7,93,000/- (Rupees seven lakhs ninety three thousand only) within a period of 30 days from the accord of TEC.
2. All other terms & conditions laid down in RfQ/RfP/IA shall be applicable.

The TEC is accorded without any prejudice, and is in accordance with the mandate of Jammu & Kashmir Energy Development Agency.


(Dr. P.R. Dhar)

Chief Executive officer
JAKEDA

No:-ST/EDA/TEC/57/2013/154-56

Dt: - 09-01-2018

Copy to the:-

1. Commissioner/Secretary to Govt., Science & Technology Deptt. Civil Secretariat, Jammu.
2. Executive Engineer, JAKEDA.
3. M/s Mass N-Ergy Pvt. Limited, Top Floor, Khidmat Complex, Phase-II, Regal Lane, Residency Road, Srinagar

Received
9/1/18