



**Jammu & Kashmir  
State Electricity Regulatory Commission**

**Conducting Third Party Safety Audit in  
Electricity Distribution System of EM&RE Circles  
of PDD (J&K).**

**REQUEST FOR PROPOSALS  
(RFP)**

# Jammu & Kashmir State Electricity Regulatory Commission

## INVITATION FOR BIDS

**BID No. JKSERC/BIDS/03 of 2012-13**

**Dated 05.03 .2013**

**Name of Work:** Engagement of established, reputed and experienced firm for Conducting Third Party Electrical Safety Audit of Distribution System of 4 PDD Circles of the State J&K.

<b>Period of sale of bidding documents</b>	From 8 <sup>th</sup> of March to 28 <sup>th</sup> of March 2013. Except Saturday & Sunday, from 10.00 AM to 4.00 PM
<b>Closing date for submission of bid</b>	2 <sup>nd</sup> of April 2013 3.00 PM
<b>Opening date of bid</b>	3 <sup>rd</sup> of April 2013 2.00PM
<b>Place of submission of bid</b>	Jammu & Kashmir State Electricity Regulatory Commission, Ambedkar (Panama) Chowk, Railway Road, Jammu-180006 (J&K) Website:
<b>Place for opening of bids</b>	<a href="http://www.jkserc.nic.in">http://www.jkserc.nic.in</a> & Email ID's: <a href="mailto:jkserc@gmail.com">jkserc@gmail.com</a> , <a href="mailto:jkserc@nic.in">jkserc@nic.in</a>
<b>Office inviting bids</b>	

# **Jammu & Kashmir**

## **State Electricity Regulatory Commission**

### **Invitation of Bids**

Sealed tenders are invited from established, reputed and experienced firms for conducting Third Party Electrical Safety Audit of the Power Supply system of the following Distribution Circles of the State:-

- A) Jammu Province
  - i) EM&RE Circle-1, Jammu.
  - ii) EM&RE Circle, Kishtwar.
- B) Kashmir Province
  - i) EM&RE Circle-1, Srinagar.
  - ii) EM&RE Circle, Sopore.

Tender documents are available for sale in the office of the Secretary, J&KSERC. The cost of tender documents is Rs.1,000/- (Rs. One Thousand Only), which is to be deposited in cash or through demand draft, favouring "Secretary, J&K State Electricity Regulatory Commission" payable at Jammu.

Prospective bidders can also download the Bid documents from the website of the Commission [www.jkserc.nic.in](http://www.jkserc.nic.in) . However, a fee of Rs. 1000/- has to be paid by such bidder at the time of submission of bid to qualify for opening of the bid.

### **Secretary**

#### **Jammu & Kashmir State Electricity Regulatory Commission**

Ambedkar (Panama) Chowk, Railway Road,

Jammu-180006 (J&K)

Ph No's: 0191-2470160,

Tele- Fax. No.: 2470163,

EPBAX No.: 2470183

Website: <http://www.jkserc.nic.in>

Email ID's: [jkserc@gmail.com](mailto:jkserc@gmail.com), [jkserc@nic.in](mailto:jkserc@nic.in)

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# **INSTRUCTION TO BIDDERS**

## **1. INTRODUCTION**

Jammu & Kashmir Power Development Department, J&K, Govt. (PDD) is the sole Transmission and Distribution Utility of J&K State. Jammu & Kashmir State Electricity Regulatory Commission (J&KSERC) intends to engage a well established, reputed and experienced firms for carrying out Third Party Safety Audit of the Distribution System of 4 Distribution Circles of PDD. The nodal point of contact for the firms shall be Jammu & Kashmir State Electricity Regulatory Commission Ambedkar (Panama) Chowk, Railway Road, Jammu-180006 (J&K).

- 1.1 The bidders are required to submit Proof of Eligibility, Technical Proposal and Financial Proposal, for services required for the Assignment named in the attached Data Sheet. The Proposal could form the basis for future negotiations and ultimately a contract between the firm ("Auditors") and J&KSERC ("Client").
- 1.2 A brief description of the assignment and its objectives are given in data sheet.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet and Terms of Reference (TOR).
- 1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing the Proposal. To obtain first-hand information on the Assignment and on the local conditions, bidders may pay a visit to J&KSERC before submitting a Proposal, and attend a pre-proposal conference as specified in the Data Sheet. Attendance to the pre-proposal conference is optional.

1.5 Please note that

- (i) The cost of preparing the proposal and of negotiating for the contract, including a visit, as borne by the firm shall not be reimbursable as a direct cost of the Assignment; and
- (ii) J&KSERC is not bound to accept any of the Proposals submitted.

1.6 J&KSERC policy requires that the Auditors provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Auditors shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7 Auditors or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the Auditors.

1.8 Auditors shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, J&KSERC:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a

public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of J&KSERC, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive J&KSERC of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by its representatives.

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, for award of any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract; and

1.9 Auditors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by J&KSERC in accordance with the above sub Para. 1.8 (d).

1.10 Auditors shall furnish information as described in the financial proposal submission form (Appendix-III) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

## **2. DOCUMENTS COMPRISING THE RFP**

- 2.1 To enable bidders to prepare a proposal, attached documents listed in the Data Sheet, be used.
- 2.2 Firms requiring a clarification of the document must notify J&K SERC, in writing before the pre-proposal meeting to be held as indicated in data sheet. J&KSERC will respond by letter/facsimile or email to such requests and will send copies of the response to all other invited firms.
- 2.3 At any time before the submission of Proposals, J&KSERC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The amendment shall be notified in writing by e-mail or by letter or facsimile to all invited firms and shall be binding on them. J&KSERC may at its discretion extend the deadline for the submission of Proposals.

## **3. PREPARATION OF PROPOSAL**

Bidders are requested to submit proof of eligibility, a technical and a financial proposal. Your proposal shall be written in the language specified in the Data Sheet.

### **Proof of eligibility**

- 3.1 Bidders are requested to provide information regarding proof of eligibility in the format attached in Appendix-I

### **Technical Proposal**

- 3.2 Bidders are expected to examine all terms and conditions included in the documents. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the technical proposal, you must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other firms or entities in a joint venture relationship as appropriate but not with firms invited for this assignment.
  - (ii) The Proposal should be based on the number of professional staff-months estimated by the firm.
  - (iii) The majority of the key professional staff proposed should be permanent employees of the firm.
  - (iv) Proposed professional staff must have adequate experience for the assignment, i.e., they should have conducted similar assignment earlier.
  - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the Consultants as part of this assignment must be in the language specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the national/regional language.
- 3.4 Bidders technical proposal should provide the following information using but not limited to the attached Standard Forms (Appendix-II):
- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Appendix-II-B) of a similar

nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference (TOR) and on the data, services, and facilities to be provided by the Client (Appendix-II-C), and a description of the methodology (work plan) by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the Program Evaluation Review Technique (PERT) type. (Appendix-II-D).
- (iii) The composition of the proposed staff team, the tasks that would be assigned to each staff team member and the time proposed to be given by the team members. (Appendix-II-E).
- (iv) Latest CVs recently signed in blue ink by the proposed key professional staff and the authorized representative submitting the proposal (Appendix-II-F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (v) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key staff team member. (Appendix-II-G)
- (vi) Any additional information requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information.

3.6 The Auditing firm should propose at least 3 personnels of a team as given below:-

- i) The Team Leader should have a degree in Electrical/Electronics Engineering with minimum of 5 years of experience in construction/maintenance of electrical distribution system.
- ii) Other members assisting the team leader should possess a Diploma in Electrical Engineering or a certificate from ITI, recognized by Central/State Govt. in appropriate trade with 2 years experience in electrical distribution system.

### **Financial Proposal**

3.6 In preparing the financial proposal, auditors/consultants are expected to take into account the requirements and conditions of the RFP documents. The financial proposal should follow Standard Forms (Appendix-III). It should list all costs associated with the Assignment. These normally cover; remuneration for staff (in the field and at headquarters), accommodation (per diem, housing), transportation (for mobilization and demobilization), equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys etc;

3.7 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be specified in the financial proposal submission form (Para 1.10).

3.9 The Financial proposal must take into account all taxes, duties and cost of insurance specified in the data sheet but excluding service tax.

#### **4. SUBMISSIONS OF PROPOSALS**

4.1 Bidders must submit one original copy of the proposal and the number of copies indicated in the Data Sheet. Each copy of the Proof of Eligibility, Technical Proposal and Financial proposal shall be separately sealed and put in an outer envelope, which shall bear the address and information indicated in the data sheet.

**Note:** - Proof of Eligibility, Technical Proposal and Financial Proposal shall preferably be in hard bound form, separately with all pages numbered serially and by giving an index of submission.

4.2 The outer envelope shall include three separate envelopes; one clearly marked "Earnest Money against Tender No.: \_\_\_\_\_" second one marked as "Technical Proposal" and third one clearly marked as "Financial Proposal". All the three envelopes containing nos. of copies should be marked "Original" or "Copy" as appropriate.

4.3 If there are any discrepancies between the original and the copies of the Proposal, the original governs. An authorized representative of the firm initials all pages of the proposal in indelible ink. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal

4.4 The proposal must not contain any interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.5 The completed technical and financial proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened. The

proof of eligibility and technical proposal shall be opened on the date and time indicated in the data sheet.

- 4.6 The proposal should be valid for the number of days stated in the data sheet from the date of its submission prescribed in the data sheet, during which you must maintain the available professional staff proposed within this period for the assignment. J&KSERC will make its best efforts to complete negotiations at the location stated in the data sheet.

## **5. PROPOSAL EVALUATION**

- 5.1 A three-stage procedure shall be adopted in evaluating the proposals.

- (i) **Evaluation of Proof of Eligibility Document:** - Evaluation of the proof of eligibility shall be done in accordance with the criteria given in the data sheet from the documents submitted by bidder in the format / form given in Appendix-I
- (ii) Technical evaluation shall be carried out prior to opening of Financial Proposals.
- (iii) Financial evaluation  
Firms shall be ranked using a combined technical and financial score.

- 5.2 Auditors shall not contact the Client on any matter relating to their Proposal from the time of the opening of the Technical Proposal to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's Proposal evaluation,

proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

### **Evaluation of Technical Proposals**

5.3 Evaluation of proposals shall be carried out on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Client shall notify consultants of the rejection of their Technical Proposal indicating that their Financial Proposals also stand rejected. J&KSERC shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter or facsimile or email.

### **Evaluation of Financial Proposals; Ranking: -**

5.4 The J&KSERC shall notify in writing the consultants that passed the minimum technical score, and indicate the date, and time, and address indicated in the Data Sheet, for opening the Financial Proposals. The notification may be sent by registered letter, or facsimile or email.

5.5 On opening the Financial Proposals in public (i.e., in the presence of the consultants who have elected to attend), the Client will announce the names of the consultants, the technical scores, and the amounts of their Financial Proposals. The Client will keep a

register of representatives attending the meeting and prepare minutes of the public opening.

- 5.6 The evaluation committee will determine whether the Financial Proposals are complete and without any computational error. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as follows:

$Sf = 100 \times Fm / F$  (where F stands for amount bid in the Financial Proposal).

- 5.7 Proposals shall finally be ranked according to Total Score (ST) which will be combined technical (St) and financial (Sf) scores using the weights indicated in the Data sheet.

$$ST = Wt \times St + Wf \times Sf.$$

- 5.8 The firm achieving the highest combined technical/financial score will be invited for negotiations.

## **6. NEGOTIATIONS**

- 6.1 If required, negotiations may be held on any point at the address indicated in the Data Sheet. The aim would be to reach agreement on all points and sign a contract.

- 6.2 Negotiations may include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out agreed final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and

form part of the contract. Special attention will be paid to optimizing the required outputs from the firm within the available budget and within specified time and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 The financial negotiations, if required, will only include a clarification of the firm's tax liability in the Client's country (if any), and how it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 The negotiations shall be concluded with a review of the draft form of the contract. To complete negotiations, J&KSERC and the firm will accept the agreed contract. If negotiations fail, J&KSERC will invite the firm that received the second highest score to contract negotiations and so on.

## **7. AWARD OF CONTRACT**

- 7.1 The contract shall be awarded after successful negotiations with the successful firm. Upon successful negotiations, the J&KSERC shall promptly inform other bidders on the shortlist that they were unsuccessful and return the financial proposals of those bidders who did not pass the technical evaluation (para 5.3)

## **8. CONFIDENTIALITY**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

## **9. CLARIFICATION ON BID DOCUMENTS**

The prospective Agency may obtain any clarification regarding the bid document by writing or faxing to

**Secretary,**  
**Jammu & Kashmir State Electricity Regulatory Commission**  
Ambedkar (Panama) Chowk, Railway Road,  
Jammu-180006 (J&K)  
Ph No's: 0191-2470160,  
Tele- Fax. No.: 2470163,  
EPBAX No.: 2470183  
Website: <http://www.jkserc.nic.in>  
Email ID's: [jkserc@gmail.com](mailto:jkserc@gmail.com), [jkserc@nic.in](mailto:jkserc@nic.in)

The firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

## **10. AMENDMENTS TO BID DOCUMENT**

At any time prior to the date of submission of bid as well as upto opening of bids, J&KSERC may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s) which shall form part of it. The agenda shall be sent in writing to all the prospective bidders, who shall return one copy of it duly signed along with their bid. Extension in the due date, if considered necessary, may be made by the J&KSERC.

## **11. DEVIATION FROM BID DOCUMENTS**

The bid offer must include a separate statement indicating all deviation from the bid documents clearly indicating the clause number and proposed deviation. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid

documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to J&KSERC's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder.

**12. THE BID SHALL BE SUBMITTED IN THE FOLLOWING MANNER**

- ✓ One Small Size envelope for proof of depositing the Earnest Money and price of tender documents (if downloaded from website). This envelope shall be super scribed "**EARNEST MONEY AGAINST TENDER NO. \_\_\_\_\_**"
- ✓ Second Envelope super scribed "**TECHNICAL PROPOSAL AGAINST TENDER NO. \_\_\_\_\_**". This envelope shall include details of proposed methodology for carrying out the assignment, CVs of proposed staff, proof of eligibility criteria and other details as considered necessary by the bidder.
- ✓ The Third envelope duly sealed and super scribed "**PRICE BID AGAINST TENDER NO. \_\_\_\_\_**". This envelope shall include submission of particulars of the bidder (Section-IV) and price schedule as per the formats.( Section-V)

The Fourth big size sealed envelope for covering the above 3 envelopes and super-scribed "**BID OFFER AGAINST TENDER NO. \_\_\_\_\_ TO BE OPENED ON \_\_\_\_\_**".

# DATA SHEET

## INFORMATION TO CONSULTANTS

### Clause

### Reference

#### 1.1 The name of the client is:

##### **Jammu & Kashmir State Electricity Regulatory Commission**

Ambedkar (Panama) Chowk,  
Railway Road, Jammu-180006 (J&K)

#### **Name of the Assignment:**

To conduct Safety Audit of the electrical distribution system of the following Electrical Maintt. & RE Circles of J&K Power Development Department.

- i) Jammu-Circle 1 with Head Quarter at Jammu.
- ii) Srinagar- Circle 1 with Head Quarter at Srinagar.
- iii) Kishtwar Circle with Head Quarter at Kishtwar.
- iv) Sopore Circle with Head Quarter at Sopore.

#### 1.2 Description and the Objectives of the Assignment

The main objective of this assignment is to get a third party audit conducted on safety of the electrical distribution system of 4 (Four) EM&RE Circles of J&K Power Development Department.

#### 2.1 The Documents are:

- (i) Appendix-I: Formats for proof of eligibility
- (ii) Appendix-II: Formats for Technical Proposal
- (iii) Appendix-III: Formats for Financial Proposal
- (iv) Appendix-IV: The Terms of Reference (TOR)
- (v) Appendix-V: Commercial Terms and Conditions
- (vi) Appendix-VI: Format for Contract Agreement along with Annexures.

2.2 The details of the contact person and address for correspondence and submission of the proposal is:

**Secretary,**  
**Jammu & Kashmir State Electricity Regulatory Commission**  
Ambedkar (Panama) Chowk, Railway Road,  
Jammu-180006 (J&K)  
Ph No's: 0191-2470160,  
Tele- Fax. No.: 2470163,  
EPBAX No.: 2470183  
Website: <http://www.jkserc.nic.in>  
Email ID's: [jkserc@gmail.com](mailto:jkserc@gmail.com), [jkserc@nic.in](mailto:jkserc@nic.in)

3. The language for submission of proposal is: English

3.1 Reports, which are part of the assignment, must be written in the English language.

4.1 The firm must submit an original and two additional copies of each Proposal.

4.2 The Proposal/Tender complete in all respect shall reach J&KSERC on or before 2<sup>nd</sup> of April, 2013 hours on 3.00 PM. The proposal submission address is:

**Secretary,**  
**Jammu & Kashmir State Electricity Regulatory Commission**  
Ambedkar (Panama) Chowk, Railway Road,  
Jammu-180006 (J&K)  
Ph No's: 0191-2470160,  
Tele- Fax. No.: 2470163,  
EPBAX No.: 2470183  
Website: <http://www.jkserc.nic.in>  
Email ID's: [jkserc@gmail.com](mailto:jkserc@gmail.com), [jkserc@nic.in](mailto:jkserc@nic.in)

The proof of eligibility and technical proposal shall be opened on 3<sup>rd</sup> of April, 2013 at 2.00 PM in the office of **Chairman**, J&KSERC,.

4.3 The Proposal must remain valid for 90 days after the submission date. J&KSERC may by a written notice request the bidders to extend the validity of the proposals.

**5.1 Proof of Eligibility Criteria:** - The auditing firms are required to fulfill the following essential conditions of eligibility criteria for its technical and financial evaluation of bid proposal:

- (a) The firm should be a registered legal entity. The firm should submit the certificate of incorporation under Companies Act or any other applicable registration certificate as a proof of eligibility under this clause. It may be noted that individual consultants shall not be eligible to apply for the bid.
- (b) The firm should be having diversified experience of advising various private sector and/or public sector organization in Indian power sector on safety of distribution system and should have worked in three different organisations (power utilities under state/central government/private players) in the last 5 years as part of providing consultancy services in power sector. The supporting details and clients certificate be attached as per Appendix-I.
- (c) Annual turnover from consultancy/Auditing Portfolio (average of last 3 years or in each of the preceding two years) of the firm should be equal to or more than Rs **50 lacs**.
- (d) Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- (e) The supporting details and clients certificate in support of points at (a) to (c) be attached as per Appendix-I.

**5.3** The points given to the evaluation criteria are:-

The evaluation of the proposals shall be carried out in two stages: firstly the quality, and then the cost. The financial proposals shall be opened only after the technical proposals have been evaluated and concluded. The technical proposals shall be evaluated taking into account following criteria and the marks assigned:

<b>a) Consultants relevant experience for the assignment;</b>	
i) Number of power distribution utilities served in last 5 years	10
ii) Number of similar assignments done. Each assignment with a different client	20
<b>b) Quality and adequacy of Methodology and work plan proposed</b>	35
<b>c) Qualification of key staff proposal</b>	
i) Qualification and experience	25
ii) Familiarity with J&K context	5
<b>d) Extent of Transfer of knowledge</b>	5
<b>Total Point</b>	<b>100</b>
Minimum qualifying technical score	65

J&KSERC shall of its own discretion formulate sub-criteria for detailed evaluation.

5.7 The weights given to the Technical and Financial proposals are:-

$W_t = 0.7$ , and  $W_f = 0.3$

12 a) Earnest Money of Rs. 25,000/- in the shape of FDR for a period of 3 month, pledged to Secretary J&K State Electricity Regulatory Commission, Jammu, shall have to be furnished by each tenderer, failing which technical bid of the tender shall nor be opened.

b) The cost of Tender documents is Rs. 1000/-. Those bidders who choose to download the tender documents from the Commission's website instead of purchasing the documents from the Commission office shall furnish a crossed bank draft for Rs. 1000/-, favouring Secretary J&K State Electricity Regulatory Commission, payable at Jammu, as the cost of documents alongwith the Earnest Money.

## APPENDIX-I

(To be filled up by each of the constituent firm in case of a Joint Venture)

- (i) **CONSULTANCY/AUDIT ASSIGNMNETS ON SAFETY OF ELECTRICAL DISTRIBUTION SYSTEM HANDLED BY THE AUDITING FIRMS DURING THE LAST FIVE YEARS.** Only those projects to be included, which are supported by the certificate of the clients mentioning that the work has been completed satisfactorily or has been substantially completed satisfactorily in case of project supervision works (substantial completion means 90% work in financial value having been executed).

<b>Sr. No.</b>	<b>Projects Name/Year</b>	<b>Type of Services Rendered</b>	<b>Client</b> (with complete address, contact person, telephone Nos. and Fax Nos.)	<b>Duration</b>
	Prime Consultant or Joint Venture			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

Supporting Statements to Clients' certificates may be furnished with full details of the ASSIGNMNETS carried out.

**(ii) FINANCIAL STATEMENT OF THE LAST FIVE FINANCIAL YEARS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>2011-12</b>	<b>2010-2011</b>	<b>2009-2010</b>	<b>2008-2009</b>	<b>2007-2008</b>
I.	Annual turnover from Consulting business					
II.	Total Assets					
III.	Current Assets					
IV.	Total Liabilities					
V.	Current Liabilities					
VI.	Net Worth					
VII.	Working Capital					
VIII.	Net Profit					

**Attach supportive statutory audited financial statements**

## **APPENDIX-II**

### **Technical Proposal - Standard Forms**

- A. Technical proposal submission form.
- B. Firm's references.
- C. Firm's comments and suggestions on the Terms of Reference and facilities to be provided by the Client.
- D. Approach paper on methodology and work plan for performing the assignment.
- E. Composition of the team and task(s) of each team member.
- F. Curricula vitae of proposed professional staff.
- G. Time schedule for professional personnel.

## APPENDIX-II-A

### TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

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Sir/Madam:

Subject: Hiring of Third Party Service for conducting Safety Audit of Electric Distribution System in J&K State Technical Proposal.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of the Signatory:  
Name of the firm:  
Address:

## APPENDIX-II-B

### FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm/entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services	
Name of Associated Firms, if any:		No. of Months of Professional Staff, provided by Associated Firms:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name: \_\_\_\_\_

## **APPENDIX-II-C**

### **COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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#### On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

#### On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

## **APPENDIX-II-D**

**CONSULTING FIRM'S NAME:**

**APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING  
THE ASSIGNMENT**

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## APPENDIX-II-E

### COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

#### 1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

#### 2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

## APPENDIX-II-F

### FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Name of Firm: \_\_\_\_\_

Proposed Position: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

#### **Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one fourth of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]*

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**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ **Date:** \_\_\_\_\_

*[Signature of staff member and authorized representative of the Firm]*

*Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

## APPENDIX-II-G

### TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.															Subtotal (1)	
2.															Subtotal (2)	
3.															Subtotal (3)	
4.															Subtotal (4)	

Full-time: \_\_\_\_\_

Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## **APPENDIX-III**

### **Financial Proposal - Standard Forms**

(as mentioned in Para 2.1 of Data Sheet)

- A. Financial proposal submission form.
- B. Summary of costs.

## APPENDIX-III A

### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Sir/Madam:

Subject: Hiring of Services for conducting Safety Audit of Distribution System in J&K State Financial Proposal.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our Total Consulting fee is [Amount in words and figures] inclusive of statutory taxes and duties except service tax. The Total Amount is inclusive of the Service Tax, which we have estimated at [Amount(s) in words and figures].

Work	Auditing fee	Total fee	Service Tax @ rate%	Total Amount	
				In figure	In Words
Cost of Audit Service as per the scope of work					

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. (90 calender days from date of technical bid opening date)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in State of Jammu & Kashmir.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of the Firm:  
Address:

## APPENDIX-III B

### SUMMARY OF COSTS

No.	Description	Amount
I	Remuneration for Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Travel to Sites	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
	<b>Subtotal</b>	
	Total Cost including all taxes & duties and excluding service tax	
Service Tax		
	<b>TOTAL COSTS (Including all Taxes and duties)</b>	

## **APPENDIX-IV: TERMS OF REFERENCE**

- I. Appointment of a competent and experienced firm is sought for getting Safety Audit of Electric Distribution System, falling under the jurisdiction of the following EM & RE Circles of Power Development Department, Jammu & Kashmir, conducted:-

### Jammu Province

- i) EM&RE Circle-1, Jammu.
- ii) EM&RE Circle, Kishtwar.

### Kashmir Province

- i) EM&RE Circle-1, Srinagar.
- ii) EM&RE Circle, Sopore.

- II. Scope of Work:- The purpose of getting Safety Audit of the Distribution System being maintained by the

1. EM & RE Circles-1, Jammu,
2. EM & RE Circles-1, Srinagar,
3. EM & RE Circles, Kishtwar
4. EM & RE Circles Sopore

conducted is to assess the level of compliance to the Rules, Regulations and standard practices for system safety and to identify potential electrical hazards in the system to prevent or minimize loss of life and property by way of taking remedial measures to make the distribution system safe and compliant to the statutes, rules and regulations.

The electrical system safety audit shall broadly be covered under following sub-heads:-

1. Human Safety Audit.
2. Equipment Safety audit and
3. Statutory Audit.

A. **Human Safety Audit**. It shall involve review and checks of the following:-

- A.1 System of taking/allowing work permits.
- A.2 Earthing of electrical equipments and status of earthing networks in sub-stations.
- A.3 Earth leakage protection.
- A.4 Lightning protection system and equipments.
- A.5 Isolation/Grounding of electrical equipment/lines at source.
- A.6 Fire fighting and fire alarm system.
- A.7 Adequacy of providing and using tools and plants/protective gear like safety belts, gloves etc at work sites.
- A.8 Illumination levels in various areas, as per standards.

B. **Equipment Safety Audit**. It shall involve the review/ checks on the following:-

- B.1 Schedule of maintenance of all equipments including maintenance/testing/calibration of protective relays and complete protection systems/equipment.
- B.2 Insulation Resistance measurement of electrical equipment.
- B.3 Critical Spares availability.
- B.4 Schedule of load balancing on distribution transformers.
- B.5 Monitoring of loading of all system components like transformers, cables, conductor etc.
- B.6 Earthing of system neutral points at various places like sub-stations etc.

C. **Statutory Audit.** It shall involve review and check of:-

- C.1 Individual Earth pit resistance and earthing grid resistance in sub-stations and at consumers premises (Sample).
- C.2 Compliance of electrical system with J&K Electricity Rules 1978 and J&K Electricity Act 2010.
- C.3 Statutory clearances for installation of all equipments, sub-transmission and distribution lines.

The Audit shall be conducted as per methodology and procedures acceptable to J&KSERC and shall be conducted in three phases as detailed below (as per J&K Electricity Rules 1978, Electricity Act, 2010 wherever discrepancies arise methods and procedure adopted in Electricity Act 2003 and Electricity Rules 1956 which refer)

**(A) Phase-I (Time Frame – 15 Days)- Development of stakeholder approved Methodology & Model for the study**

- (1) The Auditors shall prepare a presentation on the methodologies for the assignments and present the same to J&KSERC within two weeks of placement of order.
- (2) The Auditors shall evaluate their requirements and existing data availability with J&KSERC & Power Development Department;
- (3) Based on the inputs from the presentation and study of the existing data availability, the Auditors shall develop a methodology for carrying the assignments.
- (4) The methodology shall be presented to the Commission for inputs and approval.

- (5) The Auditors shall be required to discuss the proposed approach (methodology) with J&KSERC and incorporate their inputs in the final methodology and model.

**(B) Phase-II (75 days)- Auditing, Field activity & Preliminary report preparation**

Based on the requirement of the model, the Utility shall provide the requisite data/Line diagrams of the system to the Auditors for the smooth execution of the assignment/contract. This phase shall include.

- Physical Inspection of the system components with reference to Codes/Rules/Regulations/Standard practices.
- Reviewing the Safety of existing system, including protection devices, major equipment, cables, conductor etc.
- Reviewing the electrical accidents to identify root cause of accidents.
- Reviewing preventive maintenance schedules and their adequacy as per the requirements.
- Evaluate earthing systems.
- Identify training needs of the Utility employees from the point of view of the electrical safety.
- Identify the potential hazards, posing threat to life and property.

The Auditing/fields jobs shall be completed within a period of 60 days, during which the Auditors shall be continuously in touch with the concerned Utility Staff for assistance.

Next 15 days shall be earmarked for completion of the activities and framing the preliminary reports.

**(C) Phase-III (15 days)- Final Audit report incorporating results of the Study and management approval**

1. The outcome of the study audit shall be presented in the form of a final report followed by a presentation to the J&KSERC & PDD.
2. The inputs from the J&KSERC shall be incorporated in the final report before its final submission to the J&KSERC.

**(D) Deliverables & Qualifications:** - For the proposed assignment, the Auditors are required to submit Inception Report and other specific deliverables as required during the assignment. For the work, the firm is required to deploy personnel with adequate experience and qualifications in the respective area, backed by adequate qualified and experienced middle level staff for continuous interaction with J&KSERC and the Utility for the period of consultancy.

**(E) Nodal officer of SERC:** - Superintending Engineer, J&KSERC.

**(F) Nodal officer of J&K PDD:** - Nodal officer(s) be nominated by the Power Development Department, not below the rank of Superintending Engineer.

**(G) Submission of Report:** - 40 (forty) Soft and Hard copies of the final report shall have to be submitted by Auditors to J&KSERC.

**(H)** Besides above services to be provided by consultant shall also include

1. Review of current provisions in the Environmental and Social Policies and Procedures (ESPP).
2. Review and redrafting of PDDs Safety Code and Safety Manual.

3. Review of current practices in laying and construction of sub-station upto 66 KV.
4. Review of current trends in the on-site accidents.
5. Review of implementation arrangement for Safety-preventive and response to accidents.
6. Provide over view of best practices in safety measures being implemented in major infrastructure projects/organizations/utilities.
7. Organize workshop for development of action plan covering specific activities.

## **APPENDIX-V: COMMERCIAL CONDITIONS OF THE PROPOSAL**

- (1) **Counter Part Arrangements:** - As per the Terms of Reference, the Auditors are required to work for the assignment in the districts of Jammu, Srinagar, Doda, Kishtwar, Baramulla & Kupwara. As a counter part arrangement, concerned officers shall be designated and deputed from the utility for providing the requisite data & inputs for the proposed Audit assignment.
- (2) **Letter Of Intent:** - Acceptance of a Bid Proposal by J&KSERC shall be communicated by the issue of a Letter of Intent (the "Letter of Intent", LOI).
- (3) **Acceptance of Letter of Intent and Agreement:** - The successful bidder shall accept the Letter of Intent within 7 (seven) days from the date of issue of the Letter of Intent by returning a duly signed copy thereof and shall enter into the Contract Agreement with J&KSERC within 10 days from the date of issue of LOI, on a non-judicial stamp paper of requisite value with Secretary, J&KSERC. The stamp duty is to be borne by the bidder. The bidder shall also furnish security deposits as per clause -6 along with the contract agreement and shall be kept in full force and effect for the full term of the Contract Agreement.
- (4) **Period of Contract Agreement:** - The period of contract shall be for three and a half months.
- (5) The date of commencement of contract agreement shall be from the date of submission of contract form & Bank Guarantee i.e. within 10 days from the date of issue of letter of Intent.

- (6) **Contract Agreement:** - The successful bidder has to enter in to the contract agreement on non judicial stamp paper of requisite value. The stamp duty shall be borne by the Bidder.
- (7) **Security Deposit:** - The successful Bidder shall have to furnish a security deposit equivalent to 10% of the value of the contract by way of unconditional irrevocable Bank Guarantee for the maximum expected period of contract (6 months from award of work). The Bank Guarantee shall be obtained from any Nationalized Bank for the currency of the Contract. The same will be released after satisfactory completion of the contract.
- (8) **Payment Terms:** - The Auditors shall be paid remunerations as per the following schedule: -
- (a) **For Phase-I:** - The Auditors shall be paid 20% of the total quoted price after approval of the methodology and model for carrying the assignment.
- (b) **For Phase-II:** - The Auditors shall be paid 30% of the total quoted price at the end of phase-II after giving deliverables as required under Phase-II.
- (c) **For Phase-III:** - The Auditors shall be paid 50% of the total quoted price at the end of phase-III after giving deliverables as required for complete assignment.

On completion of each phase, the Auditors shall raise invoices along with the details of deliverables to the Secretary, J&KSERC. After verification of the invoices, the payment shall be released. If any income tax or other taxes are deductible from the consideration payable by the Client to the Auditors,

the Client shall be entitled to deduct such taxes and pay the net amount to the Auditors.

- (9) **Assignment:** - The Auditors shall not assign or transfer the Contract Agreement, in whole or in part, to any Sub- Auditors or any other party i.e. no sub-letting of the contract is allowed.
- (10) **Force Majeure:** - If the Auditors are prevented from performing any of its obligations under the Contract Agreement due to causes such as fire, Acts of God, or elements, embargoes, governmental orders, strikes, rail/ road blockage, the Auditors shall be excused from the non-performance of its obligations during the period that such cause continues to exist.
- (11) **Indemnity:** - If, for any reason or resulting from any cause whatsoever, any statement, representation or warranty set forth in the Bid Proposal and Contract Agreement is found to have been materially incorrect or untrue when made, in breach or fails to prove to be true, the Auditors shall be fully liable to any and all liability, damage, any third party claims, costs and expenses including legal fees arising from such misrepresentation, breach or incorrect statement. The Auditors shall indemnify and keep indemnified the Client fully and hold harmless against any and all liabilities, costs, expenses including legal fees, third party claims of infringement of copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the audit assignment including all documentation and manuals relating thereto including any original authorship of further developmental works or derivative works made. The Auditors shall indemnify the Client against all actions, suits, claims, demands, costs or expenses arising in connection with

death or injuries suffered by persons employed by the Firm under any applicable Law for the time being in force.

(12) **Compliance with laws:** - The Auditors shall conform to and comply with all applicable Laws of the State or Central government and / or any Legal Authority, bye-laws of the Client and all other local authorities including without limitation to industrial and labour laws and tax laws.

(13) **Penalties:** - The Auditors shall be levied penalty @ 0.50% per week of the price payable at the end of each phase or part thereof subject to maximum of 5% of total price payable at the end of each phase for any delay attributable to the Auditors, in providing the services as per the scope of work. No penalty shall be imposed if the delay is attributable to the Client's field offices on account of providing required data, provided such delay is communicated to the Client. Further, if the Auditors is able to cover up the delay of the earlier phases in the subsequent phases, then the penalty imposed in the earlier phases shall be paid back to the Auditors.

(14) **Arbitration:** - All matters, questions, disputes, differences and/or claims concerning or in connection and/or in consequence or relating to this contract, whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole Arbitrator i.e. Chairman, J&KSERC or an Officer appointed by him as his nominee. The award of the Arbitrator shall be final and binding on the parties to this contract. The objection that the Arbitrator has to deal with the matters to which the contract relates in the course of his duties or he has expressed his views on

any or all of the matters in dispute of difference shall not be considered as a valid objection.

(15)**Jurisdiction of Courts:** - The courts of the place from where the Commission has accept the proposal, shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

(16)**Termination of Agreement:** - If the work entrusted is not proper and to the satisfaction of J&KSERC and if the work of the Auditors continues to be unsatisfactory, the agreement shall be terminated by giving 10 days notice at any time during subsistence of this agreement. The same will be entrusted to another firm and the extra expenditure incurred by the Client will have to be borne by the Auditors.

(17)**Negligence & Risk Coverage:** - If the Auditors contravene the provisions of this contract or fail to provide efficient services or refuse to comply with any reasonable order given in writing by the Controlling officer of the Employer or his authorized representatives, a one week notice shall be served upon them to correct themselves and to execute this contract in true spirit. If a Auditors fail to take notice of such notice served upon him, the client shall be at liberty to take the work wholly or in part, from the Auditor's hands and re-contract with any other person(s) at the cost of the Auditors. Any extra expenditure incurred by the Client on such re-contracting shall also be recoverable from the agency, in addition to the J&KSERC right or claim for liquidated damages. It shall also be lawful for the J&K SERC to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Auditors. Forfeiture of the security deposit shall be without prejudice to the right of the J&K SERC to recover any

further amount of any liquidated and/or other damages to the maximum of 5% of the total value of the contract, undue payment or overpayment made to the Auditors under this contract or any other contract.

(18) **Confidentiality:** - The terms of the bid, Letter of Intents, Contract Agreement and all information disclosed by the Employer and obtained by the Auditors in connection with the Assignment shall remain the exclusive property of the Client and shall not be disclosed by the Auditors to any third party other than without the prior written consent of the Client.

## **APPENDIX-VI: FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between, on the one hand, \_\_\_\_\_(hereinafter called the "Client") and, on the other hand, \_\_\_\_\_(hereinafter called the " Auditors ").

[Note\*: If the Auditors consist of more than one entity, the above should be partially amended to read as follows:

"..... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Auditors' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the " Auditors.")"].

### WHEREAS

(a) the Client has requested the Auditors to provide certain services as defined in the Request of Proposal document attached to this Contract (hereinafter called the "Services");

(b) the Auditors, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The terms and conditions of RFP and subsequent amendment if any;
- (b) The Letter of Intent
- (c) The following Annexures:

[Note: If any of these Annexures are not used, the words "Not Used" should be inserted below next to the title of the Annexure on the sheet attached hereto carrying the title of that Annexure.].

Annexure A: Description of the Services \_\_\_\_\_

Annexure B: Reporting Requirements \_\_\_\_\_

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\* All notes should be deleted in the final text

Annexure C: Key Personnel and Assistants.

Annexure D: Duties of the Clients \_\_\_\_\_

Annexure E: Finalized Cost Estimates \_\_\_\_\_

Annexure F: Minutes of Financial and Contract negotiations \_\_\_\_\_

2. The mutual rights and obligations of the Client and the Auditors shall be as set forth in the Contract; in particular:

(a) The Auditors shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Auditors in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF  
[NAME OF THE CLIENT]

By  
(Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF THE AUDITORS]

By  
(Authorized Representative)

*[Note: If the Auditors consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE AUDITORS

[Name of the Member]

By  
(Authorized Representative)

[Name of the Member]

By  
(Authorized Representative)

## **ANNEXURE A: DESCRIPTION OF THE SERVICES**

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

## **ANNEXURE B: REPORTING REQUIREMENTS**

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

## **ANNEXURE C: KEY PERSONNEL**

Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Personnel to be assigned to work in India, and staff-months for each.

## **ANNEXURE D: DUTIES OF THE CLIENT**

[List here under:

- F-1 Services, facilities and property to be made available to the Auditors by the Client.
  
- F-2 Counterpart personnel to be made available to the Auditors by the Client.]

## **ANNEXURE E: FINALIZED COST ESTIMATES**

**ANNEXURE F: MINUTES OF FINANCIAL AND CONTRACT  
NEGOTIATIONS**