

**Jammu & Kashmir  
State Electricity Regulatory Commission**



**Consultancy Assistance  
to the  
JKSERC  
for  
Verification & Establishment of Base Line Data  
of Distribution Circles of PDD.**

**REQUEST FOR PROPOSALS  
(RFP)**

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

**INVITATION FOR BIDS**

**BID No. JKSERC/BIDS/01 of 2012-13**

**dated: 10-09-2012**

**Name of Work:** Engagement of established, reputed and experienced consultancy firm for verification and establishment of Base Line Data of Distribution Circles of PDD.

<b>Period of sale of bidding documents</b>	From 12.09.2012 to 08.10.2012 Except Saturday & Sunday, from 10.00 AM to 4.00 PM
<b>Closing date for submission of bid</b>	16.10.2012, 4.00 PM
<b>Opening date of bid</b>	18.10.2012, 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**

### **Bid Invitation Notice**

Sealed tenders are invited from established, reputed and experienced firms/consultancies for carrying out verification and establishment of Base Line Data in following 2 Distribution Circles of J&K Power Development Department, the Transmission and Distribution Utility of J&K State.

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

Tender documents are available for sale in the office of the Secretary, J&KSERC.

Purchase of specification/tender documents is essential for participation. The cost of tender documents is Rs.1,000/- (Rs. One Thousand Only), which is to be deposited in cash or through demand draft, payable at Jammu, in favour of Secretary, J&K State Electricity Regulatory Commission.

Prospective bidders can also download the Bid documents from the website of the Commission [www.jkserc.nic.in](http://www.jkserc.nic.in) . A fee of Rs. 1000/- has to be paid at the time of submission of bid by the bidders who elect to submit the downloaded version.

Detailed Terms and Conditions can be seen in the Tender Documents.

#### **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)

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>4</b>
<b>INSTRUCTION TO BIDDERS</b> .....	<b>6</b>
1. INTRODUCTION .....	6
2. DOCUMENTS COMPRISING THE RFP .....	9
3. PREPARATION OF PROPOSAL .....	9
4. SUBMISSIONS OF PROPOSALS .....	13
5. PROPOSAL EVALUATION .....	14
6. NEGOTIATIONS .....	16
7. AWARD OF CONTRACT .....	17
8. CONFIDENTIALITY .....	17
9. CLARIFICATION ON BID DOCUMENTS .....	18
10. AMENDMENTS TO BID DOCUMENT .....	18
11. DEVIATION FROM BID DOCUMENTS .....	18
12. THE BID SHALL BE SUBMITTED IN THE FOLLOWING MANNER .....	19
<b>DATA SHEET</b> .....	<b>20</b>
INFORMATION TO CONSULTANTS .....	20
<b>APPENDIX-I</b> .....	<b>24</b>
<b>APPENDIX-II</b> .....	<b>26</b>
APPENDIX-II-A .....	27
APPENDIX-II-B .....	28
APPENDIX-II-C .....	29
APPENDIX-II-D .....	30
APPENDIX-II-E .....	31
APPENDIX-II-F .....	32
APPENDIX-II-G .....	34
<b>APPENDIX-III</b> .....	<b>35</b>
APPENDIX-III A .....	36
APPENDIX-III B .....	38
<b>APPENDIX-IV: TERMS OF REFERENCE</b> .....	<b>39</b>
<b>APPENDIX-V: COMMERCIAL CONDITIONS OF THE PROPOSAL</b> .....	<b>43</b>
<b>APPENDIX-VI: FORM OF CONTRACT</b> .....	<b>49</b>
<b>ANNEXURE A: DESCRIPTION OF THE SERVICES</b> .....	<b>51</b>

**ANNEXURE B: REPORTING REQUIREMENTS.....52**

**ANNEXURE C: KEY PERSONNEL .....53**

**ANNEXURE D: DUTIES OF THE CLIENT .....54**

**ANNEXURE E: FINALIZED COST ESTIMATES .....55**

**ANNEXURE F: MINUTES OF FINANCIAL AND CONTRACT NEGOTIATIONS .....56**

# **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 firm for carrying out verification for establishment of Base Line Date in 2 Distribution Circles of PDD. The nodal point of contact for the consultants shall be Jammu & Kashmir State Electricity Regulatory Commission Ambedkar (Panama) Chowk, Railway Road, Jammu-180006 (J&K) .

- 1.1 You are required to submit Proof of Eligibility, Technical Proposal and Financial Proposal, for consulting services required for the Assignment named in the attached Data Sheet. Your Proposal could form the basis for future negotiations and ultimately a contract between your firm ("Consultants") 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 You must familiarize yourself with local conditions and take them into account in preparing your Proposal. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to J&KSERC before submitting a Proposal, and to 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 costs of preparing the proposal and of negotiating for the contract, including a visit, as borne by your 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 Consultants 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. Consultants 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 Consultants 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 Consultants.

1.8 Consultants 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 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 Consultants 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 Consultants 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 you to prepare a proposal, please use attached documents listed in the Data Sheet.
- 2.2 Firms requiring a clarification of the document must notify J&K SERC, in writing before the pre-proposal meeting to be held on as indicated in data sheet. Any request for clarification must be sent in writing/e-mail/facsimile, to J&K SERC's address indicated in the 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 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**

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

### **Technical Proposal**

- 3.2 You 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 Your 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 ten (10) 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 consulting firm should propose at least 3 personnels of the team as given below:-

- i) The Team Leader should have experience of Project Management and should have minimum of 10 years of experience.
- ii) One of the team members should atleast have a degree in Electronics/Electrical Engineering and minimum experience of 5 years in power sector.
- iii) The other consultant should be a CA/CS/MBA in Finance, from an institute of repute and minimum experience of 5 years in power sector

### **Financial Proposal**

3.6 In preparing the financial proposal, 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 covers; 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 date sheet but excluding service tax.

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

4.1 You 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 be hard bound form, separately with all pages numbered serially and by giving an index of submission. The proposal in other form like spiral bound form, loose form shall be rejected

4.2 The outer envelope shall include three separate envelopes; one clearly marked "Proof of Eligibility, 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 Consultants 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 ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other financial proposals will be computed as follows:

$S_f = 100 \times F_m / F$  (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.

$$ST = W_t \times St + W_f \times Sf.$$

- 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 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 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 consultants on the shortlist that they were unsuccessful and return the financial proposals of those consultants 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 consultants 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 clients are:

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

Ambedkar (Panama) Chowk,

Railway Road, Jammu-180006 (J&K)

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

Verification and establishment of Base Line Date in 2 Distribution Circles of J&K Power Development Department.

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

The main objective of this consultancy assignment is to seek consultancy services for establishment of Base Line Date in 2 Distribution Circles of J&K Power Development Department.

1.3 A pre-proposal conference will be held on \_\_\_\_\_ at \_\_\_\_\_ at Jammu/Srinagar.

#### 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 to submit proposal is: English

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

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

4.2 The Proposal complete in all respect shall reach J&KSERC on or before \_\_\_\_\_ hours on \_\_\_\_\_. 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 \_\_\_\_\_ at \_\_\_\_\_ 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 consulting 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 consulting firm should be having diversified experience of advising various private sector and / or public sector organization in Indian power sector and should have worked in five different organisations (power utilities/regulators/state 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) The consulting firm has conducted verification and establishment of base data for at least one Distribution licensee or one State Regulatory Commission.
- (d) Annual turnover from consulting 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 5 Crores.
- (e) 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.
- (f) The supporting details and clients certificate in support of points at (a) to (d) be attached as per Appendix-I.

**5.2** 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 regulators served in 5 years	10
iii) Number of similar assignments done. Each assignment with a different client	10
<b>b) Quality and adequacy of Methodology and work plan proposed</b>	30
<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>	10
<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.

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

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

## APPENDIX-I

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

- (i) **CONSULTANCY ASSIGNMNETS HANDLED BY THE CONSULTING FIRMS DURING THE LAST FIVE YEARS.** Only those projects to be included, which are supported by the certificate of the clients mentioning that the consultancy 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.	New 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 on data services, 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)

---

---

---

---

---

---

Sir/Madam:

Subject: Hiring of Consultancy Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the consulting 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 (in Current US\$):	
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:	
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**

---

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**

---

## 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.]*

---

**Languages:**

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

---

**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 Consultants' Services for -----  
----- Financial Proposal.

We, the undersigned, offer to provide the consulting 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	Consulting fee	Total fee	Service Tax @ rate%	Total Amount	
				In figure	In Words
Cost of Service study 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 calendar 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 Local Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and	
VII	Communication	
VIII	Office Furniture and Equipment 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 consultant is sought for verification and establishment of base line data in respect of the following Distribution Circles of the Utility viz Power Development Department of J&K Govt. for the year 2011-12. As per Electricity Act/National Electricity Policy.
  1. Electric Maintenance and RE Circle I, Jammu.
  2. Electric Maintenance and RE Circle I, Srinagar.
  
- II. Scope of Work:- The scope of work includes study, verification and establishment of the following base line data of the identified Distribution Circles, giving Division wise, Sub-Division wise and 11 KV feeder wise breakup:-
  - i) Category wise No. of consumers.
  - ii) Power & energy demands. Unrestricted/restricted
  - iii) Category wise contracted power demand.
  - iv) Category wise, status of consumer metering
    - a) No. of consumers with correct meters (Electronic/electromechanical)
    - b) No. of consumers with defective meters (Electronic/electromechanical)
    - c) No. of consumers without meters.
  - v) Status of feeder/DT meters.
  - vi) Energy Input into distribution system.
  - vii) Energy sold category wise.
  - viii) Losses at each level viz (66-33 KV, 11 KV and LT) Distribution losses.

- ix) Energy billed and category wise revenue assessed.
- x) Revenue realized category wise.
- xi) No. of distribution transmission damaged including transformers at 66/11 KV 33/11 KV 66/33/6.6 KV.
- xii) AT&C losses at all levels.
- xiii) Investment required approval of infrastructural deficiencies.

The verification shall be conducted as per methodology and procedures acceptable to J&KSERC and shall be conducted in three phases as detailed below:-

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

- (1) The Consultants 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 Consultants shall evaluate data 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 Consultant shall develop a methodology for carrying the assignments for various consumer categories.
- (4) The methodology and a dummy model shall be presented to the Commission for inputs and approval.
- (5) The Consultants shall be required to discuss the proposed approach (methodology and dummy model) with J&KSERC and incorporate their inputs in the final methodology and model.
- (6) While designing the data formats, the Consultant should take into account the practical difficulties and timeframes that would be involved, so that useful data can be obtained within reasonable



timeframes. The data format should be simple and computer compatible. It should lend itself to statistical analysis. While the shorter timeframe available for data gathering may mean that the ideal data requirements cannot be made available, the Consultant shall identify the ideal data requirements and proposed methodology when the ideal data requirements become available by the licensee at a future date. This shall be used in future to compute details on a more accurate basis

**(B) Phase-II (90 days)- Data collection and research activities**

Based on the requirement of the model, the Utility shall provide the requisite data for various categories. The consultants shall be responsible for conducting necessary due diligence, if required, to substantiate the data. The phase shall also include the development of load research model and field visits for finalisation of the sample points for which data is to be collected. The consultants are expected to identify and highlight data related other issues in the first two weeks of the phase along with proposed alternatives. The data collection shall be done for a maximum period of 75 days during which the consultants shall be continuously in touch with the concerned utility staff for timely data availability.

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

1. The data collection shall be put into the pre-decided model to finalise the requisite deliverables.
2. The outcome of the study shall be presented in the form of a final report followed by a presentation to the J&KSERC & PDD.

3. The inputs from the J&KSERC shall be incorporated in the final report before its submission to the J&KSERC.

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

**(E) Nodal officer of SERC:** - Superintending Engineers, J&KSERC shall be the Nodal officer for the J&KSERC.

**(F) Submission of Report:** - Soft and Hard copies of the final report shall have to be submitted by the agency/consultant.

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

- (1) **Counter Part Arrangements:** - As per the Terms of Reference, the Consultants are required to provide consultancy services at Jammu/Srinagar. As a counter part arrangement, concerned officers shall be designated and deputed from the utility for providing the requisite data & inputs for the proposed consultancy 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 4 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 should furnish the security deposit equivalent to 5% of the value of the contract by way of unconditional irrevocable Bank Guarantee for the maximum expected period of contract (9 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 Consultants shall be paid remunerations as per the following schedule: -
- (a) **For Phase-I:** - The Consultants 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 Consultants 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 Consultants 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 Consultants 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 Employer to the

Consultants, the Employer shall be entitled to deduct such taxes and pay the net amount to the Consultants.

- (9) **Assignment:** - The Consultants shall not assign or transfer the Contract Agreement, in whole or in part, to any sub-Consultant or any other party i.e. no sub-letting of the contract is allowed.
- (10) **Force Majeure:** - If the Consultants 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 Consultants 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 Consultants 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 Consultants shall indemnify and keep indemnified the Employer 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 Consultancy Assistance J&KSERC including all documentation and manuals relating thereto including any original authorship of further developmental works or derivative works made. The Consultants shall indemnify the Employer against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by

the Consultants under any applicable Law for the time being in force.

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

(13) **Penalties:** - The Consultants 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 Consultants, 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 Consultant 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 consultants

(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 or difference shall not be considered as a valid objection.

(15) **Jurisdiction of Courts:** - The courts of the place from where the acceptance of proposal has been issued, 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 Consultants 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 consultant and the extra expenditure incurred by the Client will have to be borne by the Consultants.

(17) **Negligence & Risk Coverage:** - If the Consultants 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 Consultant fails to take notice of such notice served upon him, the Employer shall be at liberty to take the work wholly or in part, from the Consultant's hands and re-contract with any other person(s) at the cost of the Consultants. Any extra expenditure incurred by the Employer 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&KSERC to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Consultants. 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 Consultants 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 Consultants in connection with the Consultancy Assistance to J&KSERC shall remain the exclusive property of the Employer and shall not be disclosed by the Consultants to any third party other than without the prior written consent of the Employer.



## **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 "Consultants").

[Note\*: If the Consultants 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 Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultants.")"].

### WHEREAS

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

(b) the Consultants, 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 \_\_\_\_\_

Annexure C: Key Personnel and Sub Consultants

\* All notes should be deleted in the final text

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 Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants 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 CONSULTANTS]

By  
(Authorized Representative)

*[Note: If the Consultants 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 CONSULTANTS

[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 Consultants by the Client.
  
- F-2 Counterpart personnel to be made available to the Consultants by the Client.]

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

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