



Jammu & Kashmir State Electricity Regulatory Commission

Website: www.jkserc.nic.in & Email ID's: jkserc@gmail.com

Summer (May to Oct.) H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge)
Srinagar-190014 (J&K)

Winter (Nov. to April) Ambedkar (Panama) Chowk, Railway Road, Jammu-180006 (J&K)

Ph. No's 0191-2470160, 2470183 Fax: 0191-2470163

BID DOCUMENT

FOR

APPOINTMENT OF CONSULTANT

FOR

ASSISTING J&K SERC IN DETERMINATION OF

GENERATION TARIFF

FOR

FY 2014-15 & 2015-16

NIT No.:JKSERC/BIDS/ 02 of 2013-14

Dated: 19.09.2013

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SECTION-1: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1.0. GENERAL

1.1 Jammu & Kashmir State Electricity regulatory Commission (J&K SERC), a body corporate, established by the Government of Jammu & Kashmir under the J&K State Electricity Regulatory Commission Act, 2000, and now governed by J&K Electricity Act 2010, invites bids for the services mentioned in these Bid Documents, from the consultants possessing expertise in the following areas:-

- a) Must have sound understanding, adequate technical knowledge and practical experience of the engineering and economics of generation, transmission and distribution of electricity and financial analysis and accounting.
- b) A clear understanding of the Indian legal and regulatory framework in power sector and developments over the last decade including the applicable policies, legal and regulatory framework and reforms at Central and State levels.
- c) Proven experience of providing assistance to various State and Central Regulatory Commissions and utilities in Tariff determination and analysis of regulatory process and policies.
- d) Expertise in Management Information System design and development and experience in designing such systems in power sector.

2.0. SCOPE OF SERVICES

2.1 The Scope of service covers consultancy services for the following: -

Processing/evaluating ARR and Generation Tariff proposal of J&K Power Development Corporation (PDC), the generation utility in J&K State, for the Financial Year 2014-15 & 2015-16, under JKSERC (Terms & Conditions for determination of Hydro Generation Tariff) Regulation, 2011.

The scope of Services indicating the major items of works to be done are elaborated in the **Terms of Reference**. (Refer Section 4 of this document).

- 2.2** J&K SERC has provided the inputs in the Data Sheet (Refer Section 1-G of this document).

3.0 ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 3.1** This invitation to bid is open to the consultants who meet the following criteria:

- a. During the past 5 years must have worked for at least two (2) State Electricity Regulatory Commissions (SERCs) for projects involving Tariff Regulations.
- b. During the past five years must have worked for at least two (2) SERCs for projects involving processing/evaluating tariff petitions filed by the licensee/ utilities.
- c. During the past five years must have advised at least two (2) utilities for preparation of ARR and tariff petition.
- d. Details of such assignments such as name of client, value of work, duration of work, no. of staff employed and brief description of work should be provided.
- e. Turn over of the consultants for each of the last three years must not be less than RS. 2 Crore.
- f. The Consultants shall commit full time manpower on regular employment exclusively for the assignment.

The Bidders shall provide satisfactory evidence in support of above.

- 3.2** The above requirements are minimum and the J&K SERC reserves the right to request for any additional information; and also reserves the right to reject the proposal of any bidder, if in the opinion of the

J&K SERC, the qualification data is incomplete or the Bidder is found not qualified for the work.

- 3.3** Notwithstanding anything stated above, the J&K SERC reserves the right to assess the Bidder's capacity to perform the work, should the circumstances warrant such an assessment, in the overall interest of the J&K SERC.

4.0 COST OF BIDDING

- 4.1** All costs and expenses incidental to the preparation and submission of the bids including pre-award discussions with the interested Bidders shall be to the account of the Bidders. The J&K SERC will in no case be responsible or liable for these costs and expenses, regardless of the conduct or outcome of the tendering process.

5.0. LOCAL CONDITIONS

- 5.1** It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the performance of the contract covered under the Bid Documents. The Bidder is advised to obtain for himself on his own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract.
- 5.2** It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by the J&K SERC. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the J&K SERC which are based on the lack of such clear information or its effect on the contract.

B. Bid Documents

6.0 CONTENT OF BID DOCUMENTS

6.1 The services required, bidding procedures, contract terms and technical requirements are prescribed in the bid documents. The Bid Document together with any amendment, issued in accordance with ITB Clause 8.0 (Amendment to Bid Documents) hereof will include the following: -

Section No.	Name of Document
1	Instructions to Bidders (ITB).
2	Technical Proposal Formats.
3	Financial Proposal Formats.
4	Terms of Reference (TOR).
5	Check List.

6.2 The bidder is expected to examine all instructions, forms, schedules, terms, specifications and other information in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents will be at Bidder's risk and may result in rejection of its bid.

7.0 CLARIFICATION OF BID DOCUMENTS

7.1 The Bidder is required to carefully examine the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the performance of the contract or the cost thereof. If any, Bidder finds discrepancies or omissions in the bid documents or is in doubt as to the true meaning of any part, he may notify the J&K SERC in writing, by fax or electronic mail who will respond in writing, by fax or electronic mail to any request for clarification of the bid document, which it receives earlier than seven (7) days prior to the deadline for the submission of bids. Written copies of the J&K SERC's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have

obtained the bid documents. All such interpretations and clarifications shall form part of specification and documents and accompany the Bidder's proposal.

- 7.2** Verbal clarifications and information given by the J&K SERC or its employee(s) or its representative(s) shall not in any way be binding on the J&K SERC.

8.0 AMENDMENT TO BID DOCUMENTS

- 8.1** The J&K SERC reserves the right to issue amendments, clarifications to the Bid Documents to all the Bidders who have been issued the Bid Documents, giving reasonable time prior to the bid opening. Such amendments/clarifications etc., shall be given due consideration by the Bidders while they submit the Bids and invariably enclose such documents as a part of the Bid. All such amendments, clarifications etc, shall be mailed by the J&K SERC to the prospective bidders at the address contained in the letter of request for issue of Bid Documents. The J&K SERC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

- 8.2** The amendment thus issued will be part of the Bid Documents, and will be communicated in writing, by fax or electronic mail to all prospective Bidders who have purchased the bid documents and will be binding on them. Prospective Bidders shall promptly acknowledge receipt thereof by fax or electronic mail to the J&K SERC.

- 8.3** In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the J&K SERC may at its discretion, extend the deadline for the submission of bids.

9.0 TIME SCHEDULE

The assignment shall be implemented in accordance with the schedule indicated in the terms of reference.

C. Preparation of Bids

10.0 LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and J&K SERC shall be written in English.

11.0 DOCUMENTS COMPRISING THE BID

11.1 Bid submitted by the Bidder shall comprise the following documents:

- a) Bid Form duly completed and signed by the Bidder, together with all attachments identified in sub-clause 11.2 below.
- b) Price schedules duly completed by the Bidder.

11.2 Each Bidder shall submit with its bid the following attachments.

- a) Attachment 1: Processing Fee
Processing Fee shall be furnished in accordance with ITB Clause 16.0 (Processing Fee).
- b) Attachment 2: Power of Attorney.
A power of attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 17.0 (Format and Signing of the Bid).
- c) Attachment 3: Bidder's Qualifications

The documentary evidence established in accordance with ITB clause 3.0 that the bidder is qualified to perform the contract if its bid is accepted. It shall establish to J&K SERC's satisfaction that the bidder has the financial, technical and other capabilities to perform the contract and in particular meets the experience and other criteria outlined in the bid data sheet.

12.0 BID FORM AND PRICE SCHEDULE

The Bidder shall complete the Bid Forms and the appropriate Price Schedules as contained in the "Technical Proposal" and "Financial Proposal" of the Bid Documents, following the requirements of ITB Clause 13 and 14.

13.0 BID PRICES

13.1 Bidders shall quote for the entire services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bid Documents in respect of the specified assignments.

13.2 Price quoted by the Bidder shall be Fixed and not subject to adjustment during performance of the contract to reflect changes in the cost of labour, material, etc.

14.0 CURRENCIES OF BID

Price shall be quoted in Indian Rupees only.

15.0 BID VALIDITY PERIOD

15.1 Bids should be kept valid for acceptance for a period of three (3) calendar months from the date of opening of bids prescribed in ITB Clause 23.0 (Opening of Bids of J&K SERC). The bids valid for a period shorter than specified period shall be rejected as being non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, J&K SERC may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing, by fax or electronic mail. A Bidder

agreeing to the request will neither be required nor permitted to modify his bid.

16.0 PROCESSING FEE

16.1 Pursuant to ITB Clause 11.0 (Document Comprising the Bid), the Bidder shall furnish as part of its bid, a non-refundable processing fee of (Rs. 7,500/-) in the form of crossed bank draft drawn in favour of the Secretary, J&K SERC, Jammu (J&K), payable at Jammu.

16.2 Any bid not accompanied in accordance with ITB Clause 16.1 above shall be rejected by J&K SERC as being non-responsive pursuant to ITB Clause 25.4.

17.0 FORMAT AND SIGNING OF THE BID

17.1 Two part bid procedure shall be adopted for preparation, submission and evaluation of the bids. The Bidder quoting for all the assignments shall quote separately for each assignment. Bid shall be in three envelopes containing the following documents:

PART –I

Power of Attorney } (Envelop-I)
Processing Fee }

Technical Proposal for all the assignments (Envelop-II)

PART –II

Financial Proposal for all the assignments (Envelop-III)

17.2 The part-I of the bid shall contain the processing fee as per ITB clause 16.0 and all the documents specified in ITB clause 18.0 (Technical Proposal). This part shall not contain any indication about the bid prices in any manner, whatsoever. Non-compliance of this provision shall result in the rejection of the bid.

- 17.3** The Part-II of the bid shall contain full particulars of the quoted rates and price as per ITB clause 19.0(Financial Proposal).
- 17.4** The bidder shall prepare an original and two (2) copies/sets of the Bid clearly marking each one as "Original Bid", Copy No. 1", "Copy No.2", etc. as appropriate. In the event of any discrepancy between them the original shall govern.
- 17.5** The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.0 (Documents Comprising Bid), shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorized to sign the bid.
- 17.6** The name of all persons or person signing the bid should also be typed or printed below the signature. The person or persons signing the Bid shall initial all pages of the bid, except for un-amended printed literature.
- 17.7** Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the Authorized partner(s) or other authorized representative(s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid).
- 17.8** Bid by Corporation/company must be signed with the legal name of the Corporation/Company by the President, Managing Director, or by the Secretary or other person or persons authorized to sign bid on behalf of such corporation/company in the matter.
- 17.9** A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
- 17.10** Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid in the form of a Power of

Attorney, duly authorized by a Notary Public, indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. This shall be submitted as Attachment 2 of the Bid under ITB sub-clause 11.2(b) (Power of Attorney).

17.11 The bidder's name stated on the proposal shall be the exact legal name of the firm.

17.12 Any interlineations, erasures or overwriting shall only be valid if they are initialed by signatory(ies) to the bid.

17.13 Bids not conforming to the above requirements of signing may be disqualified.

18.0 PREPARATION OF TECHNICAL PROPOSAL

18.1 In preparing the Technical Proposal, bidders are expected to examine the documents constituting the bid documents in details. Material deficiencies in providing the information requested may result in rejection of a proposal.

18.2 While preparing the Technical Proposal, bidders must give particular attention to the following:

- (i) The proposal shall, be based on the number of professional staff-weeks estimated by the firm.
- (ii) It is desirable that the majority or the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (v) Reports to be issued by the consultants, as part of this assignment must be in English. It is desirable that the firm's personnel have a working knowledge of the English.

18.3 The Technical Proposal shall provide the following information using the attached standard Forms:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the J&K SERC.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
- (v) CV's recently signed by the proposed professional staff and the Authorised representative submitting the proposal. 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.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagram showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the data sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

18.4 The Technical Proposal shall not contain any indication about the bid prices in any manner, whatsoever. Non-compliance of this provision shall result in the rejection of the bid.

19.0 PREPARATION OF FINANCIAL PROPOSAL

19.1 In preparing the financial proposal, consultants are expected to take into account the requirements and conditions outlined in the Bid documents. The Financial proposal should follow standard forms. It should list all the costs associated with each assignment, including (a) manpower costs and (b) other costs such as establishment expenses, travel expenses etc. If appropriate, these costs should be broken down by activity.

19.2 The financial proposal should clearly identify, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the law.

19.3 Bidders shall express the price of their services in Indian Rupees Only.

19.4 The proposal must remain valid for three (3) calendar months from the date of opening the bids as already indicated in ITB clause 15.0 (Bid Validity Period). During this period, the bidders are expected to keep available the professional staff proposed for the assignment. J&K SERC will make its best effort to award the work within this period.

D. Submission of Bids

20.0 SEALING AND MARKING OF BIDS

20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes duly marking envelopes as "Original Bid" and "Copy no.-----"
The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

(a) be addressed to the Secretary, Jammu & Kashmir State Electricity Regulatory Commission, H.No. 101, Sector-A, *Bagh-I-Hyder*, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K State).

(b) and bear the following identification:-

i) Inner envelopes: "Processing Fee" or "Technical Proposal" or "Financial Proposal" (as appropriate).

ii) Outer envelopes: bid for "Generation Tariff"

20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late".

20.4 If the outer envelope is not sealed and marked as required by ITB sub-clause J&K SERC will assume no responsibility for the Bid's misplacement or premature opening. If the outer envelopes disclose the Bidders identity, J&K SERC will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for bid rejection.

21.0 DEAD LINE FOR SUBMISSION OF BIDS

21.1 Bids must be received in the office of the "Secretary (J&K SERC), Jammu & Kashmir Electricity Regulatory Commission, H.No. 101, Sector-A, *Bagh-I-Hyder*, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K State) on or before 14:00 hours of **10th Oct. 2012**. In the event of the date of submission of Bids being declared as holiday for J&K SERC the bids will be received up to the appointed time on the next working day.

21.2 The Bidder has the option of sending the Bid by registered post/courier or by submitting the Bid in person. Bids submitted by any other means shall not be accepted.

21.3 J&K SERC may at its discretion, extend the dead line for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 (Amendment to Bid Document), in which case all rights and obligations of J&K SERC and the Bidders previously subject to the original dead line shall thereafter be subject to the new deadline as extended.

22.0 **LATE BIDS**

22.1 Bids submitted after the time and date fixed for the receipt of Bids (Dead Line For Submission Of Bids) shall be rejected and such Bids if so desired by the said Bidder may be permitted to be collected back by such Bidder provided such requests are received by J&K SERC within fifteen (15) days from the date of bid opening.

E. Bid Opening & Evaluation

23.0 OPENING OF BIDS BY J&K SERC

23.1 All bids will be opened in the office of the "Member (Technical), Jammu & Kashmir Electricity Regulatory Commission, H.No. 101, Sector-A, *Bagh-I-Hyder*, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K State) by the officer(s) duly authorized by the J&K SERC for this purpose at 16.00 hrs on **10th Oct. 2013** in the presence of the Bidder's authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for J&K SERC, the Bids shall be opened at the appointed time and location on the next working day.

23.2 Bidder's authorised representative holding authority letter, (up to two persons) may attend the bid opening and they have to sign a register provided by the J&K SERC for evidencing their participation. No electronic recording device/mobile phones etc. shall be permitted during the bid opening.

- 23.3 The Part-I of the bid shall be opened on the date of opening. The "Technical Proposal" (second envelope) of only those Bidders shall be opened whose bids Processing Fee envelope (first envelope) shall be found to contain (after opening) the Processing Fee of requisite value in acceptable form. The bids with Processing Fee deficient in value and/or form will not be opened further and bid envelopes of such Bidders will be returned unopened.
- 23.4 The officer(s) of the J&K SERC authorized for opening of bids will announce the Bidder's names, the presence or absence of the requisite Processing Fee and any other details such officers at their discretion may consider appropriate.
- 23.5 The Part-II of the bid i.e. "Financial Proposal" of only those bidders whose "Technical Proposal" has been ascertained to be acceptable shall be opened subsequently for which separate intimation will be sent.
- 23.6 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

24 **CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids the J&K SERC, may at its discretion ask any Bidder for clarification of his bid, including break up of unit rates. The request for clarification and the response shall be in writing, by fax or electronic mail but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by J&K SERC during the evaluation of the bids in accordance with ITB Clause 26.0 (Correction of Error) hereof.

25 PRELIMINARY EXAMINATION OF BIDS

25.2 J&K SERC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required processing fee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.3 The J&K SERC may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidders as a result of the technical and financial evaluation.

25.4 Prior to the detailed evaluation, the J&K SERC will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive Bid Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid documents without material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract (ii) that limits in any substantial way and/or is inconsistent with the Bid Document or the J&K SERC's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive positions of other Bidder's Who are presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

26 CORRECTION OF ERRORS

26.1 The errors/ discrepancies in respect of the specified amount in Price Bid Part- of Bid Proposal Sheets for an individual item and / or sub-item and or in the sub-total of a schedule and / or in the Grand total of a schedule and/ or in the lump sum price of the package either due to discrepancy between figures and words and/ or simple arithmetical error while adding and/ or multiplying and/ or due to wrong extension of unit rates etc; the error will be rectified and computed by J&K SERC as per the following methods:-

- (i) In case of discrepancy between figure and words, the value specified in the words will be considered for computation.
- (ii) Firstly, the unit rates in words will be considered for computation.
- (iii) In case unit rates are not indicated in words then unit rates indicated in figure will be considered and will be used for deriving the amount from the quantities specified in the bid documents.

26.2 After computation of the amounts as above, the values as computed and as quoted will be compared and higher of the two will be considered for the purpose of evaluation of the bid and lower values will be considered for the purpose of award/ payment (in case of successful Bidder). If the Bidder does not accept the above consideration, his bid will be rejected.

27.0 EVALUATION AND COMPARISON OF BIDS

27.1 The bids will be evaluated by J&K SERC to ascertain the lowest evaluated, technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents. The evaluation shall be carried out based upon Quality and Cost Based System (QCBS).

27.2 TECHNICAL PROPOSAL

27.2.1 The technical proposals shall be evaluated on the basis of the responsiveness to the Terms of Reference, applying the evaluation criteria and point system as specified below.

(i) Consultants relevant experience for the assignment (like no and size of similar assignments performed, experience with SERC's etc.)	30
(ii) Adequacy of proposed work plan and methodology in responding to the TOR.	25
(iii) Qualification and experience of the Key staff for the assignment.	30
(iv) Familiarity with J&K context.	5
(v) Extent of transfer of knowledge to the staff of the Commission.	10
Total Points:	100
The minimum qualifying technical score point.	65

Each responsive proposal will be given a technical score (S_t). A proposal 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 of 65.

27.3 FINANCIAL PROPOSAL

27.3.1 After the technical evaluation is completed, J&K SERC shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non responsive to the bid documents and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection

process. The list of Bidders whose offers have been selected after technical evaluation shall be displayed on the Notice Board of the Commission, J&KSERC shall also simultaneously notify the bidders 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, facsimile, or an electronic mail.

27.3.2 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the consultant, the technical score, and the proposed prices shall be read when the Financial Proposals are opened.

27.3.3 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the J&K SERC will cost them and add their cost to the initial price) correct any computational errors.

27.3.4 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 in inverse proportion of the of the lowest bid. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal, and P = the weight given to the Financial Proposal; $T+P=1$) Indicated in the Data Sheet: $S = S_t \times T\% + s_f \times p\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

F. Award of Contract

28.0 J&K SERC's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

J&K SERC reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of

contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidders or Bidder of the grounds for J&K SERC's action.

29.0 NEGOTIATIONS

29.1 Before the award of work, J&K SERC shall hold negotiations with the bidder, whose bid has been determined to be substantially responsive to the bid documents and whose offer has achieved highest combined technical and financial score. The aim is to reach agreement on all points and sign a contract.

29.2 Negotiations will include a discussion of the Technical proposal, the proposed methodology (Work plan), staffing and any suggestions made by the bidder to improve the Terms of Reference. J&K SERC and the Bidder will then work out 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 getting the most the firm can offer within the available budget and to clearly define the inputs required from J&K SERC to ensure satisfactory implementation of the assignment.

29.3 The Financial negotiations among other things will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.

29.4 Having selected the firm on the basis of, among other things, evaluation of proposed key professional staff; J&K SERC expects to negotiate a contract on the basis of the experts named in the proposals. Before contract negotiations, J&K SERC will require assurances that the experts will actually be available. J&K SERC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such

substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staffs were offered in the proposal without confirming their availability, the firm may be disqualified.

29.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations J&K SERC and the firm will initial the agreed contract. If negotiations fail, the J&K SERC will invite the bidder whose proposal received the second highest score to negotiate a Contract.

30.0 AWARD OF CONTRACT

30.1 Following negotiations, J&K SERC will notify the successful Bidder in writing by a registered letter or by fax that his bid has been accepted. The notification of award will constitute the formation of the contract.

30.2 The successful bidder is expected to commence the assignment on the date specified in the Data Sheet.

31.0 SIGNING THE CONTRACT AGREEMENT

31.1 Within 2 weeks of award of contract the successful Bidder or his authorized representative shall enter into a Contract Agreement with J&K SERC.

31.2 Failure on the part of the successful Bidder to comply with the requirements of the Clause will constitute sufficient grounds for the annulment of the award.

32.0 SECURITIES

32.1 ISSUANCE OF SECURITIES

The successful bidder shall provide the securities specified below in favour of J&K SERC at the time and of the amount and manner and form specified below.

33.0 SECURITY DEPOSIT (Performance)

- 33.1 The successful bidder, with-in 2 weeks of award of contract, shall provide a security in the form of Bank Guarantee attached here- to in the section on "Forms" or in other form acceptable to J&K SERC for ten percent (10%) of the contract price valid upto ninety (90) days beyond the scheduled date of completion of assignment i.e. Financial Year 2015-16.
- 33.2 The security for amount in Indian Rupees shall be acceptable if the same is issued by any Indian Nationalised Bank/Scheduled Bank or foreign Bank notified as Schedule Bank.
- 33.3 Failure of the successful Bidder to comply with the requirement of ITB Clause 31.1 (signing of Contract Agreement) shall constitute sufficient grounds for the annulment of the award, in which event J&K SERC may make the award to the next lowest evaluated Bidder or call for new bids.

34.0 PROCESS TO BE CONFIDENTIAL

- 34.1 The information relating to the examination, clarification, evolution and comparison of tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 34.2 The contractor shall not communicate or use in advertising, publicity in any other medium, photograph or other reproduction of the work under this contract, or other information, concerning the works unless prior written permission has been obtained from the Commission.
- 34.3 All documents, correspondence, decisions and other matters concerning the contract shall be considered of confidential and restricted nature by the contractor and he shall not divulge or allow access to these to any unauthorized person.

35.0 FORCE MAJEURE

If the performance of the consultant is prevented, restricted, delayed or interfered by reason of-

- Fire, explosion, cyclone, floods
- War, revolution, acts of public enemies, blockage or embargo
- Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations.
- Strikes, shutdowns or labour disputes, which are not instigated for the purpose of obligations here.
- Any other circumstances beyond the control of the party affected then, notwithstanding anything contained herein, the consultant shall be excused from its performance to the extent such performance relates to the above and provided the consultant uses its best efforts to remove such cause of non-performance and when removed, the consultant continues performance with utmost dispatch.

36.0 Dispute Resolution: -

In all cases of dispute or disagreement between the parties the matter shall be finally settled by arbitration as per the provisions of the J&K Arbitration and Conciliation Act.

37.0 Terms of Payment: -

- a) Fifty percent (50%) of the cost of consultancy for the year on the submission of the draft tariff order.
- b) Forty percent (40%) of the cost of consultancy for the year upon submission of final tariff order & other deliverables.
- c) Ten percent (10%) of the cost of consultancy for the year upon completion of work and training of staff or six months after the disposal of the review/appeal, if any, whichever is later.
- d) All payments as indicated above shall be released within thirty (30) days of the receipt of invoice.

38.0 Penalties:-

The consultant shall be levied penalty @0.50% per week or part thereof subject to maximum of 5% of the total price payable for any delay attributable to the consultant in providing the services as per the scope of the work.

G. Data Sheet

INFORMATION TO BIDDERS

Clause Reference	Description
1.1	The name of the client is: Jammu & Kashmir State Electricity Regulatory Commission (J&K SERC)
2.1	The Scope of service covers consultancy services for the following: - Processing/evaluating ARR and Generation Tariff proposals of J&K Power Development Corporation (PDC), the generation utility in J&K State, for the financial year 2014-15 & 2015-16, under JKSERC (Terms & Conditions for determination of Hydro Generation Tariff) Regulation, 2011.
2.2	<ol style="list-style-type: none">1. J&K SERC will provide the copies of J&K Electricity Act 2010, regulations issued by J&K SERC, Guidelines & formats for tariff filing.2. In case additional information is required, J&K SERC may help the successful bidder in obtaining the same from J&K State Power Development Corporation.3. J&K SERC will provide a meeting hall for meetings/presentations.
7.1	Clarifications if any, may be requested up to 5th Oct. 2013 . The address for requesting clarification is : Secretary, J&K State Electricity Regulatory Commission, H.No. 101, Sector-A, <i>Bagh-I-Hyder</i> , Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K State). E-mail ID: - jkserc@gmail.com , jkserc@nic.in
10.0	Proposals should be submitted in the following language(s) ENGLISH
14.0	Prices should be quoted in Indian Rupees only.

15.1	Bids must remain valid for three (3) calendar months from the date of opening.
16.1	Processing fee Rupees seven thousand & five hundred for the assignments must be furnished along with the Bid in the form of Demand Draft drawn in favour of the Secretary, J&K SERC, Jammu.
17.4	Bidders must submit an original and two additional copies of each proposal.
18.2	(i) The minimum required experience of proposed key professional staff is: at least 3 years experience in related area. (ii) Reports that are part of the assignment must be written in ENGLISH language.
20.2(a)	The proposal submission address is: - Secretary, J&K State Electricity Regulatory Commission, H.No. 101, Sector-A, <i>Bagh-I-Hyder</i> , Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K State). E-mail ID: - jkserc@gmail.com
20.2(b)	Information on the outer envelope should also include: Bid for (name of Assignment)
21.1	Bids must be submitted not later than <u>10th of Oct. 2013</u> upto 14.00 hrs.
27.1	Method of selection is quality & Cost Based System Both Technical and Financial Proposal are required.
27.2	The points assigned to evaluation criteria are: (i) Consultants relevant experience for the assignment (like no and size of similar assignments performed, experience with SERC's etc.) 30 (ii) Adequacy of proposed work plan and methodology in responding to the TOR. 25 (iii) Qualification and experience of the Key staff for the assignment. 30

	(iv) Familiarity with J&K context.	5
	(v) Extent of transfer of knowledge to the staff of the Commission.	10
	Total Points:	100
	The minimum qualifying technical score point.	65
27.4	The weights given to the technical and financial proposals are Technical Proposal T = 70 Financial Proposal P = 30	
31.2	The assignment shall be taken up immediately after award of contract or on filing of the tariff petition by the Utility, whichever is later.	

Form 2A: Proposal Submission Form

No. _____

Date _____

To

**The Secretary,
Jammu & Kashmir
State Electricity Regulatory Commission,
H.No. 101, Sector-A, *Bagh-I-Hyder*, Hyderpora Chowk, (near
fly over bridge) Srinagar-190014 (J&K State).**

Sir,

With reference to the Bid Documents forwarded to us vide your letter no. _____ dt. _____ we the under signed, having examined the Bid Documents, including Addenda Nos. (Insert numbers _____), offer to provide the consulting services _____ for [Title of Consulting Service].

2.0. Attachments to the Proposal Submission Form:

In line with the requirements of the Bid Documents, we enclose herewith the following, Attachments to the Bid Form.

- a) Attachments 1: Processing Fee of rupees seven thousand and five hundred for the assignment in the shape of Demand draft No. _____ dt. _____ drawn in favour of the Secretary, J&K SERC, Jammu.
 - b) Attachment 2: A power of attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity.
 - c) Attachments 3: The documentary evidence establishing in accordance with ITB Clause 3 that we are eligible to bid and in terms of ITB Clause 11.2(c) qualified to perform the contract if our bid is accepted.
- 3.0. We are also submitting our proposal (s), for the assignment, which includes the "Technical Proposal" and the "Financial Proposal" sealed under separate envelopes. Authorized signatory has signed each page of the proposal.
- 4.0. If our bid is accepted, we undertake to provide a Performance Security in the form and amount, and within the times specified in the Bid Document.

- 5.0. Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a Bid contract between us.
- 6.0. We understand that you are not bound to accept the lowest or any bid you may receive.
- 7.0 We hereby, declare that only the persons or firms interested in this proposal are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Dated this _____ day of _____

Thanking you, we remain,

Yours sincerely

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Note: Bidders may note that no prescribed Performa has been enclosed for Attachment no. 2, (Power of Attorney) and Bidders may use their own Performa for furnishing the required information with the Bid.

2B: Firm's Reference

Relevant Service Carried Out in the Last Five Years that Best Illustrate Qualification

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-weeks; duration of assignment	
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. value of services (in current Indian Rs.)
Name of Associated Consultant, 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:		

Note:- The consultants shall give details of the assignments for the preparation of Regulations as well as the other consultancy assignments undertaken for the Regulatory Commissions/Power Utilities.

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 2C: Comments and Suggestions of Consultants on the Terms of Reference and on Data, Service, and Facilities to be Provided by the Client

A. On the Terms of Reference:

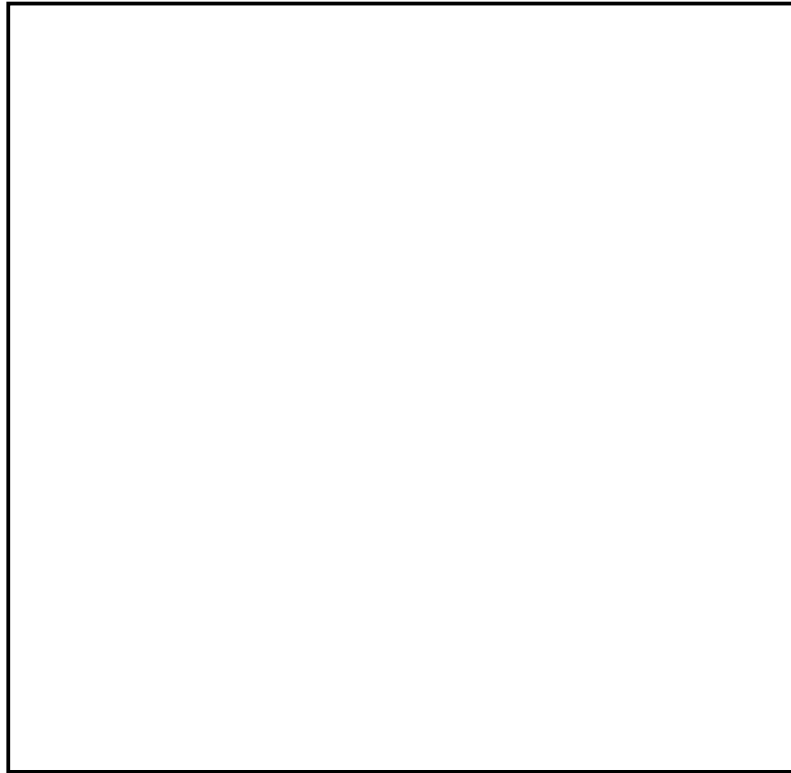
- 1.
- 2.
- 3.
- 4.
- 5.

B. On the Data Service, and Facilities to be provided by the Client

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

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 2D: Description of the Methodology & Work Plan



(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 2E: Team Composition and Task Assignments

1. Technical/Managerial Staff.

2.

NAME	POSITION	TASK

2. Support Staff

NAME	POSITION	TASK

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 2F: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position :

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Year 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 totasks on assignment. Describe degrees of responsibility held by staff member on relevant previous assignments and give dates and locations].

EDUCATION:

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

EMPLOYMENT RECORD:

[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organization, titles of position held and locations of assignments, For experience in last ten years, also give types of activates performed and client reference, where appropriate.

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 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 Authorised Representative: _____

Form 2G: Time Schedule for Professional Personnel for each year
i.e. 2014-15 & 2015-16

Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart)												Number of Weeks	
			1	2	3	4										12
																Subtotal(1)
																Subtotal(2)
																Subtotal(3)
																Subtotal(4)

Full-time: _____ **Part-time:** _____

Reports Due: _____

Activities Duration: _____

(Authorised Signature)
 (Name & Title of Signatory)
 Name and Address of the Firm

Form 2H: Activity (Works) Schedule for each year i.e. 2014-15 & 2015-16

A. Field Investigation and Study Items.

	[1 st , 2 nd , etc are weeks from the start of assignment]											
	1 st	2 nd	3 rd	4 th								12 th
Activity (Work)												

(Authorised Signature)
 (Name & Title of Signatory)
 Name and Address of the Firm

Form 3A: Financial Proposal Submission Form

No. _____

Date _____

To

**The Secretary,
J&K State Electricity Regulatory Commission,
H.No. 101, Sector-A, Bagh-I-Hyder,
Hyderpora Chowk, (near fly over bridge)
Srinagar-190014 (J&K State).**

Sir,

We, the undersigned, offer to provide the consulting services for (*Title of consulting services*) in accordance with your Bid Documents dated [*Date*] and our Proposal (**Technical and Financial Proposals**). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive of our professional fee, profits and all taxes & levies, which we have estimated at [*Amount(s) in words and figures*]. However, service tax will be charged over and above this amount if applicable.

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). Each page of the Proposal has been signed by Authorised signatory.

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

**Form 3B: Breakup of Manpower Costs for each year i.e. FY 2014-15
& 2015-16**

Person's Name	No. of Weeks	Equivalent Months	Rate / Person Month	Total
Total (A)				

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 3C: Breakup of Other Costs (i.e. FY 2014-15 & 2015-16)

EXPENSE TYPE	TOTAL		
	FY 2014- 15	FY 2015- 15	Total
Establishment Expenses*			
Travel Expenses*			
Communication Expenses*			
Other Overheads*			
Total (B)			

*** Please provide full details**

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

Form 3D: Summary of Costs

Sr. No.	Costs	Amount in Rupees		
		FY 2014-15	FY 2015-16	Total
1.	Total Schedule (A)			
2.	Total Schedule (B)			
3.	Profit Margins			
4.	Total Fee (Excluding Taxes)			
5.	Applicable Taxes (provide details)			
6.	Total Amount of the Proposal			

(Authorised Signature)
(Name & Title of Signatory)
Name and Address of the Firm

1. INTRODUCTION: -

The J&K State Electricity Regulatory Commission (J&K SERC) intends to engage a qualified consultant to carry out consultancy in the area of determination of Annual Revenue Requirement and Generation Tariff for J&K State Power Development Corporation. The assignment shall include assistance to the Commission in analyzing and scrutinising documents and information submitted by the utility in the tariff petition, including cross-check of calculations, preparation of preliminary queries on the filings made by utilities and seeking clarifications, examination of related books and records of the utility, analysis of objections received on the filings and public hearings process, assistance in public hearings, customers class wise, preparation/drafting of tariff order, follow up and assistance in review/appeals filed by any stakeholder and imparting training to the Commission staff.

2. BRIEF SCOPE OF THE CONSULTANCY:-

2.1 The consultancy is required for the following assignment:-

Processing/evaluating ARR and Generation Tariff proposal of J&K Power Development Corporation (PDC), the generation utility in J&K State, for the financial year 2014-15 & 2015-16, under JKSERC (Terms & Conditions for determination of Hydro Generation Tariff) Regulation, 2011.

2.2. The consultant shall assist the Commission in the following tasks: -

Processing /evaluating ARR and generation tariff proposal of J&K State Power Development Corporation (PDC). PDC is a Generation Utility in J&K.

- 1) Determination of generation tariff for Power Development Corporation (PDC), J&K for financial years 2014-15 & 2015-16.

Examination of the tariff petition for conformation with the procedure prescribed by the Commission in its J&K SERC (Terms and Conditions for determination of Hydro-Generation Tariff) Regulations-2011, requirements under the J&K Electricity Act 2010, relevant regulations of the Commission and accepted accounting principles.

- 2) Examining the tariff petition for completeness in relation to requirements listed in the Regulations of the Commission and accepted accounting principles, whichever relevant.
- 3) The consultant will list all shortcomings based on this preliminary examination within 10 days of the petition being made available and pursue their removal with J&K Power Development Corporation (PDC). This shall be completed within 15 days of the shortcomings being identified.
- 4) Preparation/finalization of the summary of the petition for getting the same published in News Papers for information of the public and inviting objections.
- 5) The consultant shall assist during the Advisory Committee meetings, recording the deliberations and analyzing the suggestions of the members of the committee.
- 6) The consultant shall assist in conducting the public hearings, recording and analyzing the objections/suggestions received from various stakeholders obtained at the public hearings or otherwise, as also the responses of the Utility. The consultant shall also prepare the summary of issues. Public hearings shall be held at places decided by the Commission.
- 7) Validating the data in the petitions for internal consistency and reasonableness in light of data filed in earlier years. Also to examine the actual cost and revenue incurred in previous years. The consultant shall also analyse & verify the sale and revenue figures filed by J&K Power Development Corporation (PDC).
- 8) Checking the appropriateness of the procedure /logic adopted for aiming at various numbers like bad debts, capitalization of expenses,

working capital, and financing charges thereof, expected changes in various elements of cost like salaries, administrative expenses etc. from previous years, expected consumption for auxiliaries, cost of power sale etc.

- 9) Based on the corrected/supplemented information provided, the consultant shall determine the prudent level of expected generation and sale of electricity power station wise.
- 10) The consultant shall determine the elements of cost and their prudent level which the J&K Power Development Corporation (PDC) is likely to incur and that he may be allowed to recover stating reasons thereof. The consultant shall also determine the capital base and factor in the appropriate rate of return. In determining the total permissible cost, the consultant shall keep in mind the degree of operating efficiency expected from the utility and operating expenses based on efficient norms.
- 11) Assist the Commission in any review filed before the Commission or appeal filed before the High Court of J&K.
- 12) The consultant shall provide guidelines in the context of the monitoring system.
- 13) The consultant shall impart training free of cost to the Commission's staff on the methodology and approach adopted in finalizing the tariff order and explain new upcoming approaches in the related areas.
- 14) This description is purely indicative and not exhaustive. Changes /additions can be made by J&K SERC as better understanding develops to enhance the value of the study without changing its basic nature.

3.0. EXPERTISE REQUIRED

The chosen consultant for the assignment must possess expertise in the following areas: -

- 3.1 Cost Accountancy, Finance, Audit and Accounts.

- 3.2. Economics: Price theory, Estimation theory and theory of Tariff Regulation.
- 3.3. Engineering.
- 3.4. Commercial and Tariff Analysis.
- 3.5. Legal including Regulatory and tariff issues.

4.0. **DELIVERABLES:**

The Consultant shall deliver the following:

- | | |
|---|------------------------------------|
| 1. Report on shortcomings and information gaps in the tariff petition. The consultant would also highlight whether the filing is in conformity with the prescribed formats and accepted accounting practices. | <input type="text" value="Yes"/> |
| 2. Draft gist of Petitions for publication for the information of stakeholders. | <input type="text" value="Yes -"/> |
| 3. Assistance and feedback during the Advisory Committee meetings and recording of deliberations. | <input type="text" value="Yes -"/> |
| 4. Assistance and feedback at the tariff hearings. A brief of the deliberations would be submitted to the Commission. | <input type="text" value="Yes -"/> |
| 5. Draft Report | <input type="text" value="Yes"/> |
| 6. Final report on the basis of the comments of Commission on the draft report. | <input type="text" value="Yes"/> |
| 7. Assist the Commission in any review filed as per Regulation 72 of the J&K SERC (Conduct of Business) Regulations, 2005 or any appeal filed before the High Court of J&K as per section 85 of the J&K Electricity Act 2010 against the Tariff Order to be issued by the Commission. | <input type="text" value="Yes"/> |
| 8. Data Reporting formats/tools for monitoring. | <input type="text" value="Yes"/> |

5.0 **Time Schedule:-**

The time schedule of the assignment is as indicated below:-

S.No	Milestone/activity	Time Schedule
1	Report on shortcomings and information gaps in the tariff petition. The consultant would also highlight whether the filing is in conformity with the prescribed formats and accepted accounting practices.	Within 10 days of handing over of the Tariff application, filed by the utility, to the Consultant.
2	Assistance in preparation/ finalization of the summary of the tariff proposal filed by the utility for getting the same published in Newspaper.	Within 10 days of admission of tariff petition filed by the utility.

3	Assistance and feedback during the Advisory Committee meeting. A brief of the deliberation would be submitted to the Commission.	As scheduled by the Commission. Report to be submitted within one week.
4	Assistance and feedback at the public hearing. A brief of the deliberation would be submitted to the Commission.	As scheduled by the Commission. Report to be submitted within one week.
5	Draft Report (5 copies and a soft copy on CD).	Draft Report on generation Tariff: within 8 weeks of the handing over of the ARR and Tariff proposal after acceptance of the petition by the Commission.
6	Submission of the Final Report on the basis of the comments of commission on the draft report (10 Copies and a soft copy on CD).	Within one week of the communication of comments.
7	Assist the Commission in any review filed as per Regulation 72 of the J&K SERC (Conduct of Business) Regulations, 2005 or any appeal filed before the High Court of J&K as per Section 16 of the J&K SERC Act 2000 against the tariff Order to be issued by the Commission.	“As and when required” basis
8	Submission of data reporting formats/ monitoring tools	Within 15 days from the date of issue of Tariff order. -

SECTION 5 – CHECK LIST

5.1 Bid must include the following information and Documents:

- (i) Envelope I containing -
 - (a) Processing Fee as per Clause 16.1.
 - (b) Power of attorney.

- (ii) Envelope II containing -
 - (a) Proposal submission form 2A of Section 2.
 - (b) Firm's References in Format 2B of Section 2.
 - (c) Suggestions for 'Terms of Reference' in Format 2C of Section 2.
 - (d) Methodology and work plan in Format 2D of Section 2.
 - (e) Team composition for the assignment in Format 2E of Section 2.
 - (f) Curriculum vitae of the professionals proposed for the assignment in Format 2F of Section 2.
 - (g) Time schedule for Professional Personnel for each year (format 2G of Section 2).
 - (h) Activity (works) schedule for each year in format 2H of Section 2.

- (iii) Envelope III containing -
 - (a) Financial proposal submission form in format 3A of Section 3.
 - (b) Break-up of manpower costs in Format 3B of Section 3.
 - (c) Break-up of other costs in format 3C of Section 3.
 - (d) Summary of costs in format 3D of Section 3.

Note:-

Please note that the 'Bidder' may provide additional information to support and supplement the above.