

**Jammu & Kashmir
State Electricity Regulatory Commission**



Bid Document
for
Appointment of Agency
for
Conducting Verification of Consumers
in
J&K State.

Bid No. JKSERC/BIDS/ 01 of 2014-15 Dated :03.06.2014

Jammu & Kashmir
State Electricity Regulatory Commission

INVITATION FOR BIDS

BID No. JKSERC/BIDS/01 of 2014-15

Dated: 03.06.2014

Name of Work: **Engagement of established, reputed and experienced Agency for Conducting Verification of Consumers in J&K State.**

Period of sale of bidding documents	From 04.06.2014 to 30.06.2014 from 10.00 AM to 4.00 PM Except Saturday & Sunday,
Closing date for submission of bid	15.07.2014 Upto 2.00 PM
Opening date of bid	15.07.2014 at 4.00 PM
Place of submission of bid	H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K). Website: http://www.jkserc.nic.in Email ID's: jkserc@gmail.com

BID DOCUMENT

Section 1	Invitation of Bids.
Section 2	Instructions to Bidders
Section 3	Bidding Data Sheet
Section 4	Conditions of Contract
Section 5	Terms of Reference (TOR)
Section 6 & 7	Bids Forms, Appendix to Bid
Section 8	Check List

SECTION-1

INVITATION OF BIDS

JAMMU AND KASHMIR STATE ELECTRICITY REGULATORY COMMISSION (J&KSERC), a body corporate established by the Government of Jammu and Kashmir under the State Electricity Regulatory Commission Act, 2000 and now governed by J&K Electricity Act, 2010 invites bids from established, reputed and experienced agencies for conducting verification of consumers of certain categories detailed as under. The nodal point of contact shall be J&KSERC, H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K).

S. NO	CATEGORY	APPROXIMATE Number
(i)	State and Central Government Department Consumers (All) including MES	10,012
(ii)	HT Industrial Consumers (All)	698
(iii)	HT PIU Consumers (All)	15
(iv)	LT Industrial Consumers (In organized Industrial Estates only)	5,500
(v)	HT Public Water Works installations (All)	151
(vi)	LT Public Water Works installations (All)	1899
(vii)	Irrigation installations (All Government Installation)	500

The number may vary by $\pm 15\%$

The verification of a consumer includes the physical verification of particulars of the installation, load agreement, meter status and its particulars like present reading, CT/PT ratios, whether single phase/three phase, supply voltage etc., periodicity of billing and last meter reading billed, details of energy consumed and revenue paid to department during last three years and discrepancies, if any, with respect to the records maintained by the Utility, fitness status verification including status of switchgear and lines feeding the consumers as per details documented in TOR with this document.

SECTION-2

INSTRUCTIONS TO BIDDERS

A GENERAL

- 1.1 JAMMU AND KASHMIR STATE ELECTRICITY REGULATORY COMMISSION (JKSERC)**, a body corporate established by the Government of Jammu and Kashmir under the State Electricity Regulatory Commission Act, 2000 and now governed by J&K Electricity Act, 2010 invites bids from established, reputed and experienced agencies for conducting verification of consumers of certain categories. The nodal point of contact shall be J&KSERC, H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K)
- 1.2** Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this document. In case a Bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this document.
- 1.3** Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the JKSERC through the Selection Process specified in this document. Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the JKSERC's decision is without any right of appeal whatsoever.
- 1.4** The Bidder shall submit its proposal/bid in the form and manner specified in this document Upon selection, the Bidder shall be required to enter into an agreement with J&K SERC

2.0 Scope of services

The scope of services covers verification of electricity consumers of certain categories in the State of Jammu & Kashmir. The details are as follows:-

S.No.	Category	Approximate Number
i	State and Central Govt. Department consumers (All) including MES.	10,012
ii	HT Industrial consumers (All)	698
iii	HT-PIU Consumers (All)	15
iv	LT Industrial consumers (In organized Industrial Estates only)	5,500
v	HT Public Water Works installations (All)	151
vi	LT Public Water Works installations (All)	1899
vii	Irrigation installations (All govt. Installation)	500

The number may vary by $\pm 15\%$

The verification of the consumer includes the physical verification of particulars of the installation, load agreement, meter status and its particulars like present reading, CT/PT ratios, whether single phase/ three phase, supply voltage etc., periodicity of billing and last meter reading billed, fitness status verification and discrepancies, if any, with respect of the records maintained by the Utility. For further detail refer to TOR with this document.

2.1 Eligible Bidders

2.1 The invitation of bids is open to entities/firms who possess expertise in the following areas:

(i) Shall have understanding, adequate knowledge and practical experience of handling assignment on Electricity Distribution System.

(ii) A clear understanding of metering (HV & LV)

and data reading.

- (iii) Experience of providing assistance to various State/Central Regulatory Commissions and utilities in programme management, conduct of field surveys, feedback surveys, meter testing and allied activities.

The Bidder shall provide such evidence of their continued eligibility satisfactory to the J&KSERC as the J&KSERC shall reasonably request.

3.0 Qualification of the Bidder

3.1 As a minimum, Bidders shall meet the following criteria:

- (a) The Bidder should be a registered company over last 3 years.
- (b) Minimum average annual turnover of the Bidder for last 3 years must not be less than 20 lacs.
- (c) During past three years must have completed at least one similar assignment for a power Utility/Regulatory Commission.
- (d) The Bidder shall provide the details of assignments, such as name of the Client, value of work, duration of work, number of staff employed and brief description of work.

3.2 Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) the bid and, in case of a successful Bidder,, the Agreement, shall be signed so as to be legally binding on all partners;
- (b) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.;
- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- (d) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement of this effect shall be included in the authorization mentioned in the Agreement (in case of a successful bid) ; and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

4.0 Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the J&KSERC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.0 Transfer of Bidding Document 5.1 Transfer of Bidding Document purchased by one Bidder to another is not permissible.

6.0 Site Visit 6.1 The Bidder is advised to visit and examine the Site of Woks and it surroundings and obtain and ascertain for himself on his own responsibility all information that may be necessary including inter-alia, the actual conditions and factors which may have effect on performance of the contract for preparing the bid and entering into the contract. **The costs of visiting the Site shall be at the Bidder's own expenses.** The Bidder shall also take into account information on rules, regulations and laws applicable, compulsories, taxes, duties and levies in the preparation of his bid.

6.2 The Bidder shall be deemed to have full knowledge of surroundings and no extra adjustment whatsoever on any misunderstanding or otherwise in this regard shall be allowed.

BIDDING DOCUMENTS

7.0 Content of Bidding Documents 7.1 The bidding documents issued for the purposes of bidding are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 9.1 relating to amendment of Bidding Document.

Section 1	Invitation for Bids (IFB)
Section 2	Instructions to the Bidders (ITB)
Section 3	Bid Data Sheet (BDS)
Section 4	Conditions of the Contract.
Section 5	Terms of Reference (TOR)

Section 6 & 7 Bid Forms & Appendix to Bid.
Section 8 Check List

7.2 The Bidder is expected to examine all instructions, terms, conditions, forms, schedules, specifications and other information in the bidding document. Failure to furnish all information required as per the Bidding Documents or submission of Bid not substantially responsive to the Bidding Document, in every respect will be at the Bidder's risk and may result in rejection of its bid.

8.0 Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the J&KSERC in writing at the J&KSERC's address indicated in the document. The J&KSERC will respond to request for clarification which it receives earlier than 7 days prior to the deadline for submission of bids prescribed by the J&K SERC.

8.2 Copies of the J&KSERC's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without indentifying its source.

8.3 Verbal clarification given by the J&KSERC or its employees shall not in any way be binding on the J&KSERC.

9.0 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the J&KSERC may for any reason, whether at its own initiative or in response to clarifications requested by the perspective Bidders to modify and amend the bidding documents by issuing Addenda.

- 9.2 Any Addendum thus issued shall be a part of the bidding documents, and shall be communicated in writing to all purchasers of the bidding documents.
- 9.3 Prospective Bidder shall promptly acknowledge the receipt of such Addendum to the J&KSERC.
- 9.4 To give prospective Bidder reasonable time in which to take an Addendum into account in preparing their bids, the J&KSERC may extend, as necessary, the deadline for submission of bids.

B PREPARATION OF BID

10.0 Language of Bid

- 10.1 The bid, and all correspondence and documents relate to the bid exchanged by the Bidder and the J&KSERC shall be written in English.
- 10.2 Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in such a case, for the purposes of interpretation of the bid, the translation shall prevail.

11.0 Documents Comprising the Bid

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

Part-I	Techno-Commercial Bid
Part-II.	Price Bid.

- 11.2 **Part-I : Techno-Commercial Bid.**

The Techno commercial bid submitted by the Bidder shall comprise of the following documents:

- (a) Attachment-(I) Earnest Money Deposit

- (b) Attachment (II) Power of Attorney
- (c) Attachment (III) Bidder's qualification.

11.3 Each bidder shall attach the following documents with his techno-commercial bid:

(i) The Bidder's Organization Details:

The Bidder shall attach the details of the firm, year of incorporation, list of Directors, Address, Telephone Numbers, and Authorization Certificates.

(ii) Turn over Details:

The Bidder shall attach the Balance sheet and profit/loss statement of last three years alongwith income tax returns or C.A. Certificate.

(iii) Experience Details:

The Bidder shall attach the certificates clarifying to fulfill the qualifying criteria and Experience Certificate also indicates the value of the work performed by the Bidder.

(iv) Work Plan:

The Bidder shall attach the working methodology, time frame, manpower, deployment details for carrying out the assignment.

11.4 **Part-II. Price Bid.**

The Bidder shall quote for the entire service on a single responsibility basis such that the total bid price

covers all the consultant's obligations mentioned in or to be inferred from the Bidding Document in respect of the specified assignments.

11.5 The price quoted by the Bidder shall be inclusive of all taxes, duties and other levies, State as well as Central payable under the contract. The rates and prices quoted by the Bidder shall be firm and solemn and shall not be subject to any adjustment whatsoever during the performance of the contract.

11.6 The unit rates and the prices shall be quoted in Indian Rupees. All payments shall be made in Indian Rupees.

12.0 Bid Validity

12.1 Bids shall remain valid for the period of 3 (calendar) months stipulated in the Bidding from the date of bid opening specified in clause 21 of Instructions to Bidders (ITB). The bid valid for a period shorter than specified period shall be rejected as being non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the J&KSERC may request that the Bidder to extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing or by e-mail. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will neither be required nor permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

**13.0 Bid Security/
EMD**

- 13.1 The Bidder shall furnish Earnest money of Rs.20,000/- in the form of FDR/CDR pledged 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).
- 13.2 EMD shall, remain valid for a period of 15 days beyond the original validity period of the bid, and beyond any period of extension subsequently requested under sub clause 12.2.
- 13.3 Any bid not accompanied by an acceptable bid security shall be rejected by the J&KSERC as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- 13.4 The Bid Securities of unsuccessful Bidder shall be returned as promptly as possible.
- 13.5 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
- The bid security may be forfeited
- (a) If the Bidder withdraws his bid,
 - (b) In case of a successful Bidder, if he fails within the specified time limit to
 - (1) Sign the Agreement, or
 - (2) Furnish the required Performance Security.

**14.0 Format and
Signing of Bid**

- 14.1 The Bidder shall prepare an original and 2 copies/sets of the Bid clearly marking each one as "**Original Bid**", "**Copy No.1**" and as "**Copy No.2**". In the event of any discrepancy between the two, the original shall prevail.
- 14.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign the bid. The authorization shall be indicated by written Power of Attorney accompanying the Bid and submitted as Attachment (ii) of Part-I under Instructions to Bidders (ITB) sub-clause 11.2.
- 14.3 All pages of Bid shall be signed by the authorized person or persons.
- 14.4 Any overwriting or erasure shall be valid, if those are signed by the signatory of the Bid.
- 14.5 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 alongwith the Bid).
- 14.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 14.7 Bid not conforming to the above requirements of signing may be rejected.

15.0 PREPARATION OF TECHNICAL PROPOSAL

- 15.1 In preparing the technical proposal, Bidders are expected to examine the documents constituting the bid documents in detail. Material deficiencies in providing the information requested is liable for rejection.
- 15.2 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (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) A description of methodology and work plan for performing the assignment.
 - (iii) 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.
- 15.3 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.

16.0 PREPARATION OF FINANCIAL PROPOSAL

- 16.1 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.

- 16.2 The proposal must remain valid for three (3) calendar months from the date of opening the bids as already indicated in ITB clause 12.0 (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.

C SUBMISSION OF BIDS

17.0 Sealing and Marking of Bids

- 17.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as 'ORIGINAL' and 'COPIES'. The envelopes, shall then be sealed in an outer envelope. The bid security furnished in accordance with the Instructions to the Bidders (ITB) clause 13.0 shall be sealed in a separate envelope duly marking the envelope as Attachment (I) "Earnest Money Deposit"
- 17.2 The envelope shall;
- (a) be addressed to the Secretary, Jammu and Kashmir State Electricity Regulatory Commission, at the address provided in the Bidding Data Sheet.
 - (b) bear the name and identification number of the contract as defined in the Bidding Data Sheet.

- 17.3 The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened, in case it is declared Late or is received without the requisite Bid Security/EMD.
- 17.4 If the outer envelope is not sealed and marked as required above, the J&KSERC will assume no responsibility for the misplacement or premature opening of the bid.
- 17.5 A bid opened prematurely for this cause will be summarily rejected by the J&KSERC and returned to the Bidder.

18.0 Deadline for Submission of Bids.

- 18.1 Bids must be received in the office of the Secretary, J&KSERC at the address specified in bidding date not later than the time and date stipulated in the Bidding Data Sheet.
- 18.2 The J&KSERC may, in exceptional circumstances and at its discretion extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the J&KSERC and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

19.0 Late Bids

- 19.1 Any bid received by the J&KSERC after deadline for submission of bid prescribed in clause 18.0 will be returned unopened to the Bidder.

20.0 Modification, Substitution and Withdrawal of Bids.

- 20.1 The Bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the J&KSERC prior to the deadline for submission of bids.

- 20.2 The Bidder's modifications, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 17.0 with the outer and inner envelopes additionally marked "MODIFICATION", or "WITHDRAWAL" as appropriate
- 20.3 No bid may be modified by the Bidder after the deadline for submission of bids.
- 20.4 Except as provided in Sub Clause 20.2 the withdrawal of bid during the interval between the deadline for submissions of bids and expiration of the period of bid validity specified in Clause 12 may result in the forfeiture of the bid security pursuant to Sub Clause 13.5.

D OPENING OF BIDS BY J&K SERC

21.0 OPENING OF BIDS

- 21.1 All Bids will be opened in the office of the Member Technical (J&K SERC), 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 J&K SERC for this purpose at 16.00 hrs on 15.07.2014 in the presence of the Bidder's authorized representatives who may wish to attend.
- 21.2 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.
- 21.3 Bidder's authorized representative holding authority letter, (upto two persons) may attend the Bid Opening and they have to sign a register provided by

J&K SERC for evidencing their participation.

- 21.4 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 Earnest Money Envelope (first envelope) shall be found to contain (after opening) the earnest money of requisite value in acceptable form.
- 21.5 The Bids with Earnest Money Deficient in value and/or form will not be opened further and bid envelopes of such Bidders will be returned unopened.
- 21.6 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 Earnest Money and any other details, such officers at their discretion may consider appropriate.
- 21.7 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.
- 21.8 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.
- 21.9 Any effort by a Bidder to influence the J&KSERC's processing of bids or award decision may result in the rejection of the Bidder's bid.

22.0 Clarification of Bids

- 22.1 During the evaluation, the J&K SERC may at its discretion, on its Bid ask any Bidder for a clarification, the request for clarification and the response thereto shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 22.2 J&K SERC may waive any minor infirmity, non-conformity in a Bid that does not constitute a material deviation, and will not affect the relative ranking of any Bidder.
- 22.3 No information concerning the examination, clarification detailed evaluation and comparison of the bids will be disclosed to the Bidders or other persons not officially concerned with such process until the successful Bidder has signed the Contract Agreement and provided acceptable performance security.

23.0 Examination of Bids and Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of bids. The J&KSERC will determine whether each bid:
 - (a) meets the eligibility criteria of the J&KSERC,
 - (b) has been properly signed;
 - (c) is accompanied by the required securities
 - (d) is substantially responsive to the requirements of the Bidding documents; and
 - (e) provides any clarification and/or substantiation that the J&KSERC may require to determine responsiveness pursuant to the Clause 22.0.

- 23.2 A substantially responsive bid is one that conforms to all the terms and conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one;
- (a) which affects in any substantial way the scope, quality, or performance of the Works.
 - (b) which in any substantial way is inconsistent with the bidding documents, the J&KSERC's rights or the Bidder's obligations under the contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

24.0 Correction of Errors

- 24.1 The errors/discrepancies in respect of the specified amount I 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 Grant 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&KSERC as per the following methods:-
- (i) In case of discrepancy between the 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 the figure will be considered and will be used for deriving the amount from the quantities specified in the bid documents.

24.2 After computation of the amounts as above, the values as computed and as quoted will be compared and lower of the two will be considered for the purpose of award. If the Bidder does not accept the above consideration, his bid will be rejected.

25.0 Evaluation and comparison of Bid

25.1 The bids will be evaluated by J&KSERC to ascertain the lowest evaluated, technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents.

25.2 After the technical evaluation is completed, J&K SERC shall notify those bidders whose proposals did not meet the minimum qualification 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.

25.3 The list of Bidders whose offers have been selected after technical evaluation shall be displayed on the Notice Board of the Commission, J&K SERC shall also simultaneously notify the Bidders that are found qualified, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or an electronic mail.

- 25.4 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Consultant/Bidder, the technical score, and the proposed price shall be read when the Financial Proposals are opened.
- 25.5 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 and correct any computational errors.
- 25.6 The firm achieving the lowest position in the financial computation will be invited for negotiations.
- 26.1 If required, the most responsive bidder may be invited for any clarifications, if required on any point at the address indicated in the Data Sheet. The aim would be to reach agreement on all points and sign a contract.
- 26.2 Clarifications 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 a part of the contract. Special attention will

26.0 Pre award clarification

be paid to optimizing the required outputs from the firm within the available budget and within specified time and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

27.0 Award

27.1 Following pre-award clarifications, if any, the J&KSERC will award the contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Financial Bid, provided further that, Bidder is determined to be qualified to perform the contract satisfactorily.

**28.0 J&KSERC's
Right to Accept
any and to
Reject any or
All Bids**

28.1 The J&KSERC reserves the right to accept or reject any bid, and to annul the 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 Bidder or Bidders of the grounds for the J&KSERC's action.

**29.0 Notification of
Award**

29.1 Prior to the expiration of the period of bid Validity, the J&KSERC will notify the successful Bidder in writing that his Bid has been accepted. This letter (hereinafter referred to as "Letter of Acceptance" shall specify the sum which J&K SERC will pay the Consultant in consideration of completion of services as prescribed by the contract).

29.2 The notification of award will constitute the formation of the contract until the Agreement has been effected.

29.3 The J&KSERC will send the Bidder the Agreement in

the form provided in the Bidding Documents, incorporating all agreements between the parties.

29.4 Within 14 days of receipt of the Agreement, the successful Bidder shall execute and sign the Agreement and return it to the J&KSERC. This must be accompanied by the required performance security before the Agreement can be signed by the J&KSERC.

29.5 Upon fulfillment of Sub-Clause 29.4, the J&KSERC will promptly notify the other Bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with sub clause 13.4

30.0 Performance security

30.1 Within 14 days of receipt of the Letter of Acceptance from the J&KSERC, the successful Bidder shall furnish to the J&KSERC a performance security in the form stipulated in the Bidding Data and the Conditions of the Contract. The form of performance security provided in section 5 of the bidding documents or some other form acceptable to the J&KSERC may be used.

30.2 Failure of the successful Bidder to comply with the requirements of the clause 30.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the J&KSERC may take under the contract, and the J&KSERC may resort to awarding the contract to the next ranked Bidder.

31.0 Corrupt or Fraudulent Practices

30.1 The Consultant is required to observe the highest standards of ethics during execution of this contract and shall not indulge in any activity enumerated below.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in proposal execution and

“Fraudulent Practice” means a misrepresentation of facts, in order to influence the execution of contract to detriment of the Client, and includes collusive practice among Bidders (prior to or after proposal submission), designed to establish proposal prices at artificial non-competitive levels to deprive the Client of the benefits of free and open competition.

The Consultant will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the bid in question. The Commission may declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if at any time it is determined that the Bidder had engaged itself in such practices in competing for or in execution of the proposal.

SECTION-3

BIDDING DATA SHEET

The following specific data for the services shall complement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders (ITB)

S. NO.	DATA	DESCRIPTION
1.	Name of the Client	J&K State Electricity Regulatory Commission, (J&K SERC).
2	Scope of Services	Scope of services verification of Electricity Consumers of certain categories in the State of Jammu and Kashmir. The detail are as follows:
	S. NO	CATEGORY
	APPROXIMATE Number	
	(i)	State and Central Government Department Consumers (All) including MES
	(ii)	HT Industrial Consumers (All)
	(iii)	HT PIU Consumers (All)
	(iv)	LT Industrial consumers (In organized Industrial Estates only)
	(v)	HT Public Water Works installations (All)
	(vi)	LT Public Water Works installations (All)
	(vii)	Irrigation installations (All Government Installation)
	The number may vary by $\pm 15\%$	
	The verification of the consumer includes the physical verification of	

	particulars of the installation, load agreement, meter status and its particulars like present reading, CT/PT ratios, whether single phase/three phase, supply voltage etc., periodicity of billing and last meter reading billed, fitness status verification and discrepancies, if any, with respect of the record maintained by the Utility.	
4.	Address of Bid Inviting Authority	Secretary, Jammu & Kashmir State Electricity Regulatory Commission, (J&K SERC) H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K). <u>Srinagar</u> Ph. 0194-2434582 FAX: 0194-2431817 E-mail ID: - jkserc@gmail.com
5	N.I.T. No. & Date	-
6.	Date of commencement for sale of Bid Document.	04.06.2014 to 30.06.2014 upto 4.00 PM
7.	Cost of Bid Document	Rs.1000/- (Non-refundable) J&KSERC shall not be responsible for the loss or delay in postal transit. Further, prospective Bidders can download the Bid Document from the website of the Commission https://www.jkserc.nic.in A fee of Rs.1000/- by way of Demand Draft has to be paid by such Bidders at the time of submission of Bid. Bid without Demand Draft shall not be entertained. The Bidder shall inform the Commission about the

		downloading of the Bid Document by or before 10.07.2014 through E-mail on JKSERC or through the Fax 0194-2431817
8.	Time for completion	As per TOR
9.	Language of Bid	English
10	Price adjustment	Contract Firm and solemn
11	Bid submission Address	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).
12	Deadline for Submission of Bid	As per NIT
13	Bid Validity	Bid shall remain valid for a period of 3 calendar months after the date of opening.
14	Bid opening Venue Date & Time	Office chambers of Member (Technical) J&K SERC, H.No. 101, Sector-A, Bagh-I-Hyder, Hyderpora Chowk, (near fly over bridge) Srinagar-190014 (J&K). 12.05.2014 at 4.00 PM
15	Performance Security Standard form acceptable to Employer/Bid Inviting Authority Amount	Required Unconditional and irrevocable Bank Guarantee 10% of contract value.

SECTION-4

CONDITIONS OF CONTRACT

- | | | | |
|-----|--------------------------------------|-----|--|
| 1.0 | Obligations
of the
Consultants | 1.1 | The Consultant shall perform the services and carry out its obligations hereunder with all due diligence, in accordance with generally accepted techniques and practices used with the professional and consulting standards recognized by professional bodies and shall exercise sound management. The Consultants shall always act in respect of any matter relating to this Contract or to the services, as faithful advisors to the J&K SERC. |
| 2.0 | Contract
Prices | 2.1 | The contract cost shall be for the whole work based on the scope of work mentioned in the TOR of the NIT. The contract shall be inclusive of all taxes, duties, and other levies, State as well as Central payable under the contract. |
| 3.0 | Payments | 3.1 | Payment Terms:- The agency shall be paid remunerations as per the following schedule:-

<ul style="list-style-type: none">(a) For phase-I:- The agency 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 agency 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 agency 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 agency 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 agency, the Employer shall be entitled to deduct such taxes and pay the net amount to the agency.

4.0 Force Majeure

4.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which the effect of the force Majeure lasts, except provided for hereinafter.

4.2 Upon the occurrence of any circumstances of Force Majeure, the Consultant shall endeavour to continue to perform its obligations so far as reasonably practicable. The Consultant shall notify J&K SERC of the steps he proposes to take including any reasonable alternative for performance which is not prevented by the Force Majeure. However, the Consultant shall not take any such step unless directed to do so by the J&K SERC.

- 4.3 The term Force Majeure shall mean but not limited to Act of God (including unprecedented earthquake, floods and other natural calamities), war invasion, civil war, acts of omission/commission by any concerned Government Agencies, judicial or quasi-judicial authorities provided these affects performance of this contract. Upon occurrence of such event and upon its termination, the party effected shall notify the other party in writing immediately but not later than 7 days with necessary evidence that obligation under this contract are affected or prevented by the event of the Force Majeure.
- 4.4 In case the force majeure conditions prolong beyond a continuous period of 60 days, the J&K SERC may at its option elect to terminate the contract by a notice in writing. In case of termination of contract, due to Force Majeure event continuing beyond 60 days, all payments, due to the consultant for the work completed by him till termination shall be paid to him.
- 4.5 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected, shall notify the other party the actual delay occurred on account of such activities.
- 4.6 Although the time for completion of work shall be suitably extended, such extension shall not result in any financial claim by the Consultant

against the J&K SERC.s

4.7 **Force Majeure shall not include** any action which is caused by the negligence or intentional action of a party or such party's sub-Consultant or agents or employees.

5.0 No Breach of Contract

5.1 The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this contract.

6.0 Extension of time

6.1 Any period within which a party shall not, pursuant to this contract, complete any action or task, shall be executed for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. The cost of loss sustained by either party shall be borne by the respective parties.

7.0 Consultation

7.1 Not later than thirty (30) day after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other, with a view to agreeing on appropriate measures to be taken in the circumstances.

8.0 Suspension

8.1 J&K SERC may, in written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder, if the Consultant fail to perform any of their obligations under the Contract, including the carrying out of the services, provided that such notice of suspension;

- (i) Shall specify the nature of the failure and
- (ii) Shall request the Consultants to remedy such failure within a period not exceeding 30 days after receipt by the Consultants to such notice of suspension.

9.0 Termination

9.1 The J &K SERC my, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the event specified below.

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension, within thirty (30) day of receipt of such notice of suspension or within such further period as the J&K SERC may have subsequently approved in writing.
- (b) If the Consultants becomes insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any

law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultants submit to the Commission, a statement which has a material effect on the rights, obligations or interests of the J&K SERC and which the Consultants know to be false.
- (d) If the J&K SERC in its sole discretion and for any reason whatsoever, decides to terminate this contract.

10.0 Cessation of Rights and Obligations

- 10.1 Upon termination of this contract or upon expiration of this contract, all rights and obligations of the parties hereunder shall cease, except:
- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
 - (b) Any right which a party may have under the Applicable Law.

11.0 Cessation of Services

- 11.1 Upon termination of this contract by notice, Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

12.0	Payment upon Termination	2.1	<p>Upon termination of this contract pursuant to above clause , the J&K SERC shall make this following payments to the Consultants:</p> <ul style="list-style-type: none"> • Remuneration for services satisfactorily performed prior to the effective date of termination.
13.0	Law Governing Services	13.1	<p>The Consultants shall perform the services in accordance with the Applicable Laws of Jammu & Kashmir State and shall take all practicable steps to ensure that their personnel comply with the Applicable Laws.</p>
14.0	Confidentiality	14.1	<p>The Consultants and their Personnel or either of them during the term or within two years after the expiry of this contract, shall not disclose any propriety or confidential information relating to the Project, the services, this contract of the J&K SERC business or operations without the prior written consent of the Client.</p>
15.0	Documents Prepared by the Consultants to be the Property of the Client.	15.1	<p>All the documents prepared by the Consultants in performing the Services shall become and remain the property of the Commission, and the Consultant shall, immediately upon termination or expiry of this contract, deliver all such documents to the J&K SERC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes un-related to this contract without the prior written approval of</p>

the J&K SERC.

The parties to the contract are not free to a penalty for its breach. The central objective behind the system of contract remedies is compensatory and not punitive, thus penalty clause is required to be substitute by Liquidated Damages Clause.

- | | | | |
|-------------|-----------------------------|------|---|
| 16.0 | Liquidated Damages | 16.1 | The delivery/completion period given in the clause "Period of Contract" shall be guaranteed under liquidated damages clause given below: |
| | | 16.2 | If the Consultant fails to complete the works within the time stipulated in the contract or any extension thereof, J&K SERC shall recover from the Consultant as Liquidated Damages, a sum of half percent (0.5%) of the Total Contract Price per full week of delay in achieving the completion of services.

The aggregate of Liquidated Damages applied pursuant to this clause shall not exceed 5% of the total contract price. |
| 17.0 | Performance Security | 17.1 | The successful bidder will have to furnish a Performance Guarantee of Ten (10) percent of the total value of the price for the faithful performance of the contract. |
| | | 17.2 | The Performance Guarantee can be furnished in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper, as per Proforma enclosed as Annexure obtained from any Nationalized Bank/Scheduled Bank of India. |

17.3 The above Performance Guarantee shall be furnished within 14 days from the date of issuance of Letter of Intent failing which the EMD paid by the Bidder would be forfeited besides cancellation of the contract. In the event of acceptance of the Performance Guarantee on delay, penal interest from the date of expiry of 14 days time limit till the date of actual receipt of payment of Performance Guarantee will be levied. This shall be the order of 12% per annum.

17.4 The Performance Guarantee shall be kept valid till successful completion of the Contract, after which the same will be returned to the Consultant.

17.5 If the J&K SERC incurs any loss or damage on account of breach of any clause mentioned above or any other cause arising out of the contract that becomes payable by the Consultant to the J&K SERC, the J&K SERC will in addition to such other rights that it may have, under law, appropriate the whole or part of the Performance Guarantee and such amount that is appropriated will not be refunded to the Consultant.

**18.0 Applicable
 Law**

18.1 The contract shall be interpreted in accordance with the Laws of Jammu & Kashmir as amended from time to time.

- 19.0 Jurisdiction for Legal Proceedings** 19.1 The Courts of Jammu & Kashmir shall have exclusive jurisdiction in regard to any matter arising in any respect under this contract. No courts outside Jammu & Kashmir State shall have jurisdiction to entertain any suit or proceedings even though part of the case of action might arise within their jurisdiction.
- 20.0 Dispute Settlement** 20.1 “In the event of any disputes or differences relating to the interpretation and application of the provisions of this agreement between the parties, same shall be settled to the extent possible amicably between the parties. In case the parties are unable to settle the disputes amicably, each party shall appoint one Arbitrator and third Arbitrator shall be nominated by the said two Arbitrators. The Arbitral Tribunal shall settle the disputes on the following terms:-
- 1) The Arbitral Tribunal shall pass a speaking award with reference to the each item of claim/dispute.
 - 2) The Arbitral Tribunal shall not award pre-reference, pendentelite or future interest on any claim awarded in favour of any party.
 - 3) The cost of Arbitration Proceedings shall be shared equally between the parties.

20.2 The Arbitration proceedings shall be governed by J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration proceedings shall be in the State of J&K. Notwithstanding the existence of any dispute and differences referred to Arbitration, the parties hereto shall continue to perform their respective obligations under this agreement.

SECTION -5

TERMS OF REFERENCE

1. Introduction:-

- 1.1 Data inconsistencies have been observed over the years in the petitions for approval of ARR and tariff filed before the J&KSERC by J&K Power Development Department and J&KSERC had directed the petitioner (i.e JKPDD), a number of times to improve the Data Base Management System of the Utility.
- 1.2 J&KSERC introduced J&KSERC (Multi Year Distribution Tariff) Regulation, 2012 vide notification No. JKSERC/21 of 2012 dated 06.09.2012. As per these Regulations the petitions for approval of Business plan & ARR have to be filed for the entire Control Period, the first being from FY 2013-14 to FY 2015-16 and subsequently every block of five years thereafter. The consistency and reliability of data being, therefore, of utmost importance, JKSERC is inviting bids for verification of certain categories of consumers in the State.

2.0 Scope of service:-

- 2.1 The scope of service covers verification of electricity consumers of certain categories in the State of Jammu & Kashmir as per the details as follows:-

S.No.	Category	Approximate Number
I	State and Central Govt. Department consumers (All)	10,012
Ii	HT industrial consumers (All)	698
Iii	Ht-PIU Consumers (All)	15
Iv	LT Industrial consumers (In organized Industrial Estates only)	5,500
V	HT Public Water Works is caused by the negligence or intentional (All)	151
Vi	LT Public Water Works is caused by the negligence or intentional (All)	1899
vii	Irrigation is caused by the negligence or intentional (All govt. Installation)	500

The number may vary by $\pm 15\%$

2.2 The process of verification of the installation shall consist of :

2.2.1 Listing of particulars of each consumer from the ledger records maintained by PDD, along with the following details :-

- i) Consumer ID
- ii) Name & Address
- iii) Sanctioned load & Contract Demand. Details of agreement/sanction.
- iv) HT or LT consumer: (3 phase or single phase for LT consumers).
- v) Status of metering
- vi) Type of meter installed
- vii) Meter reading as billed latest with date
- viii) Last three years annual consumption/ and revenue paid
- ix) Details of security paid/mode of payment

2.2.2 Physical verification of the installation by way of verification in respect of each user, of the following particulars:-

- i) Supply voltage
- ii) Load agreement (sanctioned & contracted).
- iii) Status of metering
- iv) Status of seals
- v) Whether meter installed on HT side or LT side
- vi) Type, specifications of metering equipment i.e. CTs/PTs and meter.
- vii) Present reading of the meter.
- viii) Status of fitness of the installation obtained from inspection wing of the department.
- ix) Is meter reading and billing done as per JKSERC Supply Code/approved tariff.
- x) Status of HT lines, 33/11 KV Sub-stations feeding these installations, status of loading vis-à-vis capacity status of protection provided online/transformers.
- xi) Status of switchgear whether owned by consumer/PDD, date of Commissioning and status of maintenance and its records.

- 2.2.3 The agency during physical inspection shall not normally go beyond the metering point. The sanctioned/contract demand shall be verified from the documents available with the consumer.
- 2.2.4 The agency shall also list up the particulars of all the physically existing consumers of the categories, as mentioned in Para 2.1 above, even if these may not be registered in the records of the PDD.
- 2.2.5 The verification report has to be submitted in a tabular form in a format to be got approved by the Commission.
- 2.2.6 The discrepancies in consumer particulars as recorded in PDD ledgers and as verified physically shall have to be brought out clearly.

3.0 **Time schedule**

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

- (1) The agency 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) Based on the inputs from the presentation and study of the existing data availability, the agency shall develop a methodology for carrying the assignments for various consumer categories.
- (3) The methodology and a dummy model shall be presented to the Commission for inputs and approval.
- (4) The agency 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.
- (5) While designing the data formats, the agency 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.

3.2 **Phase-II (120 days)- Data collection and verification activities**

Based on the requirement of the model, the Utility shall provide the requisite data. The agency shall be responsible for conducting necessary due diligence, if required, to substantiate the data. The in-field data collection/verification shall be done for a maximum period of 90 days during which the consultants shall be continuously in touch with the concerned Utility/Commission staff for timely completion of the physical verification and data collection.

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

1. The data collection shall be put into the pre-decided model to finalise the requisite deliverables to formulate a Data base.
2. The outcome of the verification 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.

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

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

3.6 **Nodal officer(s) of JKPDD:-** Development Commissioner PDD shall nominate Nodal Officer(s) for J&K Power Development Department.

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

Form 6A: 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).**

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: Earnest Money of Rupees Twenty Thousand for the assignment in the shape of FDR/CDR No:- _____ dt. _____ pledged 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, 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.

6 B: Firm's Reference

Relevant Service Carried Out in the Last Three 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.

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

Form 6 C: 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:

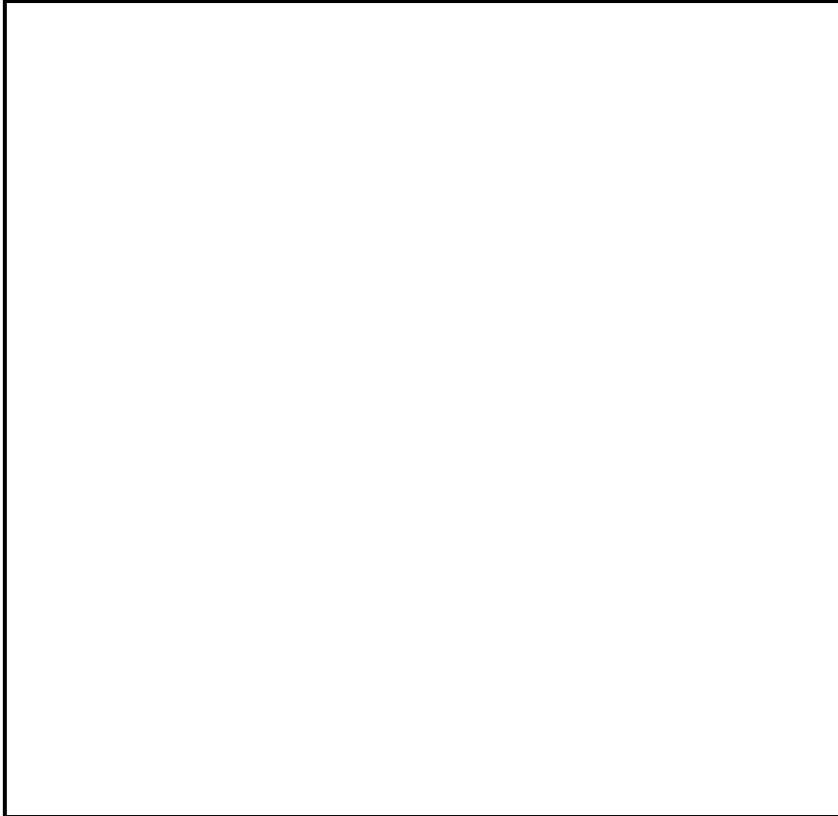
- 1.
- 2.
- 3.
- 4.
- 5.

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

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

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

Form 6 D: Description of the Methodology & Work Plan



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

Form 6 E: 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 6 F: Time Schedule for Professional Personnel

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 6 G: Activity (Works) Schedule

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 6 H: Format of Curriculum Vitae (CV) for proposed Professional Staff

Proposed position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Total relevant work experience: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

KEY QUALIFICATION:

{Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degrees of responsibility held by staff member on relevant previous assignment 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 activities 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 belie, these data correctly describe me, my qualifications and my experience.

_____ Date _____

Signature if staff member and authorized representative if the firm , Day/Month/Year

Full Name of staff Member: _____

Full Name Authorized Representative: _____

SECTION – 7: FINANCIAL PROPOSAL SUBMISSION FORM

Form 7 A: 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).**

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.

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

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

Form 7 C: Breakup of Other Costs

EXPENSE TYPE	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 7 D: Summary of Costs

Sr. No.	Costs	Amount(s) Rs.
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	

Appendix – 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").

" _____ (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

Section- 8

Check List

7.1 Bid must include the following information and documents:

(i) Envelop I containing-

- (a) Earnest Money as per Clause 13.00
- (b) Power of attorney

(ii) Envelop II containing-

- (a) Proposal submission form 6A of Section 6.
- (b) Firm's Reference in Format 6B of Section 6.
- (c) Suggestions for 'Terms of Reference' in Format 6C of Section 6.
- (d) Methodology and work plan in Format 6D of Section 6.
- (e) Team composition for the assignment in Format 6E of Section 6.
- (f) Time & Schedule for Professional Personnel for each year 6F of Section 6.
- (g) Activity (works) schedule for each year in Format 6G of Section 6.
- (h) Curriculum vitae of the professionals proposed for the assignment in Format 6H of Section 6.

(iii) Envelope III containing-

- (a) Financial proposal submission form in Format 7A of Section 7.
- (b) Breakup of manpower costs in Format 7B of Section 7.
- (c) Breakup of other costs in Format 7C of Section 7.
- (d) **Summary of costs in** Format 7D of Section 7.

Note:-

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