



**KASHMIR POWER DISTRIBUTION
CORPORATION LIMITED (KPDCL)**

SELECTION OF BIDDERS

Request for Proposal

**“PREPARATION OF FIXED ASSETS REGISTER
AND
VALUATION OF FIXED ASSETS OF KPDCL”**

E-Tender No: CE/D/KPDCL/05 OF 2022-23; DATED: 13.08.2022

(Single Stage Two-Envelope Bidding Process)

**Request for Proposal for
“PREPARATION OF FIXED ASSETS REGISTER AND
VALUATION OF FIXED ASSETS OF KPDCL”**

Key Dates

Date of Release of RFP/ NIT	13.08.2022
e-tendering portal	www.jktenders.gov.in
Availability of document also on/email ID for clarification if any	www.kpdcl.jkpdd.net; ce.mre.kash@gmail.com; mdkpdcl@gmail.com
Date & Time of Pre-bid Meeting	<i>N/A</i>
Last date of Proposal/ Bid Submission	12.09.2022; 16:00 Hrs
Date & Time of Opening of Technical Proposal/Bid	14.09.2022; 14:00 Hrs
Cost of Tender Document	<i>Rs.5000.00 (Rupees Five Thousand only) (Non-Refundable)</i>
Earnest Money Deposit/Bid Security	<i>Rs.200000.00 (Rupees Two Lacs only) in the form of CDR/FDR/Bank Guarantee</i>

Regd. Office: Office of Chief Engineer, Distribution Wing, KPDCL, Exhibition Ground, Opposite J&K High Court, Jehangir Chowk, Srinagar-190001; Tel: 0194-2452001; Fax: 0194-2484667

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Notice

This Section includes Request for Proposals.

Section 2: Eligibility Requirements

This Section contains information regarding specific eligibility requirements applicable for prospective bidders to be considered for further evaluation of their proposal.

Section 3: Instructions to Bidders and Data Sheet

This Section consists of two parts: “Instructions to Bidders” and “Data Sheet”. “Data Sheet” contains information specific to selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information. This Section provides information to help prospective bidders prepare their proposals. Information is also provided on the method of selection, qualification requirement, submission, opening and evaluation of proposals, contract discussions and award of contract.

Section 4: Technical Proposal – Forms

This Section includes the forms for Technical Proposal that are to be completed by the prospective bidders and submitted in accordance with the requirements of Section 3.

Section 5: Financial Proposal – Forms

This Section includes the financial forms that are to be completed by the prospective bidders, including the bidder’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 3.

Section 6: Terms of Reference (TOR)

This Section describes the scope of services and tasks required to implement the assignment, and relevant background information, and lists the expected deliverables wherever applicable.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Standard Forms of Contract

This Section includes standard contract forms. It includes General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”). The SCC include clauses specific to this contract to supplement the General Conditions.

PART III – NOTIFICATION OF AWARD

Section 8: Notification Award

This Section includes the form used to notify Award of the Contract to the successful Bidder.

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PART I

SELECTION PROCEDURES AND REQUIREMENTS

SECTION – 1: Request for Proposal Notice

E-TENDER NOTICE

(Single Stage Two-Envelope Bidding Process)

NATIONAL OPEN COMPETITIVE BIDDING

Contract Title: “Preparation of Fixed Assets Register and Valuation of Fixed Assets of KPDCL”

**Request for Proposal (RFP) Notice Inviting Tender (NIT) No: CE/D/KPDCL/05 of 2022
Issued on: 13.08.2022**

1. KPDCL invites online proposals for providing **“Preparation of Fixed Assets Register and Valuation of Fixed Assets of KPDCL”**. Bidders are advised to note the clauses on Eligibility Requirements in Section-2 & Qualification Requirements and Evaluation Criteria in Section-3 of the RFP documents for evaluation of Proposals.
2. Bidding for selection of bidder will be conducted through national open competitive bidding.
3. The RFP document is available online on **www.jktenders.gov.in** as per dates mentioned in TABLE below. The prospective Bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment available on the website is also downloaded and incorporated.
4. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process** as specified in Section 3.
5. Under the Single Stage Two-Envelope Bidding process, the Bidder shall not quote, disclose or submit its price in the Technical Proposal (First Envelope) or in any other manner, whatsoever, except as part of the Financial Proposal (Second Envelope) BOQ to be uploaded electronically only on e-Tendering portal. In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.
6. An incomplete and/or ambiguous and/or conditional Proposal and/or Proposal submitted late is liable to be ignored/ summarily rejected.
7. Proposal must be submitted online through the e-Tendering process specified in Section 3. Any Proposal or modifications to Proposal received outside the e-Tendering system will not be considered, unless otherwise specified in Section 3. KPDCL shall not be held liable for any delays due to e-Tendering system failure beyond its control.

8. Salient details pertaining to this RFP Notice including submission and opening of proposal, bid security, cost of documents, address for communication, etc., are given in the TABLE below.
9. If KPDCL office happens to be closed on the specified date of opening of the Proposals, the Proposals/ bids will be opened on the next working day at the same time and venue or as may be notified by KPDCL.
10. Other details can be seen in the RFP document.

TABLE- SALIENT DETAILS OF RFP NOTICE

RFP/NIT No.	CE/D/KPDCL/05 of 2022-23; dated: 13.08.2022
Contract Title	Preparation of Fixed Assets Register and Valuation of Fixed Assets of KPDCL
Mode of Bidding	ONLINE
Date of downloading of bidding document (Start)	16.08.2022; 10:00 Hrs
Date & Time of Pre-Bid Meeting	N/A
Date of Submission of proposal/Bid Submission (Start)	29.08.2022; 10:00 Hrs
Last date of Proposal/ Bid Submission	12.09.2022; 16:00 Hrs
Date of Opening of Technical Proposals	14.09.2022; 14:00 Hrs
Opening of Financial Proposals	To be notified through web portal later. Financial Proposals of only those Bidders/ bidder shall be opened who are found responsive, eligible and qualified upon evaluation of Technical Proposals.
Location of Submission/ Opening of Proposals, as applicable	Office of Chief Engineer, Distribution Wing, KPDCL. Exhibition Ground, Opposite J&K High Court, Jehangir Chowk, Srinagar-190001
Type of Contract	Consulting Services
EMD/ Bid Security	Rs.200000.00 (Rupees Two Lacs only)
Performance Security	3% of Contract Value
Bid Validity period	180 days from date of Opening of Technical Proposals
Time period for engagement of Bidder	The engagement of the Bidder under the Contract shall be six (06) months from the date of signing of the Contract.
Address for Correspondence	Office of Chief Engineer, Distribution Wing, KPDCL. Exhibition Ground, Opposite J&K High Court, Jehangir Chowk, Srinagar-190001

Section – 2: Eligibility Requirements

Technical Proposals shall be evaluated as per ITB 21, interalia, on the basis of their responsiveness to and Bidder's compliance with the Eligibility Requirements specified herein below:

1. Bidders legally established in India are eligible to bid (submit their Proposal in response to RFP). The Bidder should be a registered entity in India under the Companies Act, 1956, 2013 or LLP Act or Registered Partnership/Proprietary Firm or registered as a Society under the Societies Registration Act, 1860 or an organisation set up as a trust governed by the Indian Trust Act, 1882. (*Self-Attested Copy of Certificate of Registration, documentary evidence of GST registration, Income Tax Registration Number (PAN) to be enclosed with Technical Proposal*).

The Bidder shall also be recognised as registered valuer organization for asset class Land and Building & Plant and Machinery with Insolvency & Bankruptcy Board of India without with the bidder shall be outrightly rejected.

2. Joint Ventures (JV) as defined in ITB 1(l), comprising not more than 2 (two) partners (referred to as JV partners or JV members), with each partner individually meeting the requirement specified in Clause 1 above, are also eligible to bid, provided that the bidding Joint Venture (also referred to as the Bidder):

(i) submits, in its Technical Proposal, a copy of the Joint Venture Agreement entered between them, with a specific provision included therein that the JV partners shall be jointly and severally liable for execution of the contract in accordance with the terms and conditions of the contract, and a statement to this effect is also included in the Technical Proposal Submission Form provided in **Section 4. Technical Proposal – Forms** of the RFP/ bidding documents;

(ii) submits, in its Technical Proposal, a Joint Deed of Undertaking (JDU) in favour of KPDCL, as per the format provided in **Section 4. Technical Proposal –Forms** of the RFP/ bidding documents, signed by the JV partners, interalia, indicating therein the delineation of responsibilities of the JV partners in relation to the execution of the Contract; and

(iii) one of the JV partners, who is designated as the Lead Partner, is authorized to incur liabilities and receive instruction for and on behalf of any and all JV partners and the entire execution of the contract including receipt of payment shall be done exclusively through the lead Partner. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney in favour of the Lead Partner, signed by legally authorized signatories of all the JV partners, as per format provided in **Section 4. Technical Proposal –Forms** of the RFP/ bidding documents.

No change in the structure / constitution of the Joint Venture shall be permitted at any stage till the entire time period of execution of the contract, including any extension thereto, and completion of assignments thereunder.

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3. As an exception to the foregoing Clause 1 & 2 above:
- a. **Sanctions:** Bidders, which includes any of the JV partners in case of bidding Joint Venture as per Clause 2 above, blacklisted by KPDCL or any of its subsidiary / CPSEs or any of its subsidiary / Government of India/ Ministry of Power/ any Regulatory Authority or any Government entity, as on the date of submission of Proposal, are not eligible to bid.
 - b. **Prohibitions:** Firms and individuals of a country or goods/ services manufactured/ produced in a country shall be ineligible if so indicated in this Section 2 and, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
 - c. **Restriction for Public Employees:** Serving Government officials and civil servants are not eligible to be included as Experts, individuals, or members of a team of Experts in the Bidder's Proposal unless:
 - (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Government.
4. To be eligible to bid, the Bidders must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- I. *Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.*
- II. *"Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*
- III. *"Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -*
 - a. *An entity incorporated, established, or registered in such a country; or*
 - b. *A subsidiary of an entity incorporated, established, or registered in such a country;*
or
 - c. *An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
 - d. *An entity whose beneficial owner is situated in such a country; or*
 - e. *An Indian (or other) agent of such an entity; or*
 - f. *A natural person who is a citizen of such a country; or*

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- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*
- IV. The beneficial owner for the purpose of (iii) above will be as under:*
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—*
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Section – 3: Instructions to Bidders and Data Sheet

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Instructions to Bidders

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- (c) **“Discom”** means KPDCL which signs the Contract for the Services with the selected Bidder and includes its various divisions/ offices, as briefly described in **Data Sheet**.
- (d) **“KPDCL Personnel”** is as defined in Clause GCC 1.1 (c).
- (e) **“Bidder”** means a legally-established firm or an entity, including **“Joint Venture (JV)”** referred to in **sub-clause 1(I)**, that may provide or provides the Services to KPDCL under the Contract.
- (f) **“Contract”** means a legally binding written agreement signed between KPDCL and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) **“Data Sheet”** means an integral part of the Instructions to Bidders (ITB) Section 3 that is used to reflect specific assignment issues and conditions to supplement the provisions of ITB.
- (h) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of KPDCL. It excludes KPDCL 's official public holidays.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-bidder or Joint Venture member(s) (if bidding by Joint Venture is permitted).
- (j) **“Government”** means the Government of India, State Government or Local Government as applicable.
- (k) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by KPDCL).
- (l) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf

of any and all the members of the JV, and where the members of the JV are jointly and severally liable to KPDCL for the performance of the Contract. Whether or not bidding by Joint Venture is permitted, is specified in **Data Sheet and in Section 2.**

- (m) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.
- (n) **“ITB”** (this Section 3 of the RFP) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare their Proposals.
- (o) **“Non-Key Expert(s)”** means an individual professional provided by the Bidder or its Sub-bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Bidder.
- (q) **“RFP”** means the Request for Proposals issued by KPDCL for the selection of Bidders. Bidding against the Request for Proposal shall be under Two Envelope Single Stage Bidding Process. The bidding process will be conducted with Electronic – Procurement System (e-Procurement/ e- Tendering/ e- Bidding System) as specified in **Data Sheet.**
- (r) **“Services”** means the work to be performed to be rendered by the Bidder pursuant to the Contract.
- (s) **“Sub-bidder”** means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to KPDCL for the whole performance of the Contract.
- (t) **“Terms of Reference (TORs)”** (Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of KPDCL and the Bidder, and expected results and deliverables of the assignment and/or the services to be rendered.

2. Introduction

- 2.1 KPDCL, intends to select a bidder from those who submit their Proposal in response to the Request for Proposals (RFP), in accordance with the **method of selection** specified in the **Data Sheet.**
- 2.2 The Bidders are invited to submit their Proposal comprising a Technical Proposal and a Financial Proposal, for services

required for the assignment named in the **Data Sheet**. The Proposal will be the basis for evaluation and holding discussions, if required, and ultimately signing the Contract with the selected Bidder.

2.3 The Bidders should familiarize themselves with the local/field conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Bidders' expense.

3. Conflict of Interest

3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding KPDCL 's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Bidder has an obligation to disclose to KPDCL any situation of actual or potential conflict that impacts its capacity to serve the best interest of KPDCL. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by KPDCL.

3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by KPDCL to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Bidder (including its Experts and Sub-bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for KPDCL.

c. Conflicting Relationships

(iii) Relationship with KPDCL's staff: a Bidder (including its Sub-bidders) that has a close business or family relationship with a professional staff of KPDCL or its subsidiaries/ affiliates who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to KPDCL throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, KPDCL has made available to all Bidders together with this RFP all information available with it in that respect.

5. Fraud and Corruption

5.1 KPDCL requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ KPDCL.

6. Eligibility and Qualification Requirements

(a) Eligibility Requirements

6.1 The eligibility requirements for submission of Proposals against the RFP are given in **Section 2**. Proposals, if any, from bidders not complying with the same shall be outrightly rejected and shall not be considered for evaluation. Furthermore, it is the Bidder's responsibility to ensure that its Experts, joint venture members, Sub-bidders, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements wherever applicable.

(b) Qualification Requirements

6.2 The Qualification Requirements for Bidders are given in **Data Sheet**. Proposals submitted by the Bidders shall be evaluated to ascertain their compliance with Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Proposal, as specified in ITB. A Proposal shall be rejected if the Bidder submitting the Proposal, fails to meet the Qualification Requirements. Proposals submitted by those Bidders who meet the Qualification Requirement shall be shortlisted for further evaluation of their Proposal

B. Preparation of Proposals

7. **General Considerations** 7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal and KPDCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. KPDCL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and KPDCL, shall be written in English language.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Bidder shall submit duly signed Integrity Pact with its Technical Proposal, inter alia, to observe, in competing for and executing a contract, laws in force in India against fraud and corruption (including bribery).
11. **Only One Proposal** 11.1 The Bidder (including any individual members of Joint Venture, if Proposal from Joint Venture is permitted as per Clause ITB 6.1 and Section 2) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member (Lead or other than Lead member), submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Bidder, or the Bidder's staff from participating in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity & Bid Securing Declaration** 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by KPDCL in accordance with ITB 13.1.1.
12.2 During this period, the Bidder shall maintain its original Proposal without any change, including the proposed rates and the total price. The Bidder shall, accordingly, submit a

Bid Securing Declaration along with its Technical Proposal, if so specified in the **Data Sheet**.

a. Extension of Proposal Validity

12.3 KPDCL will make its best effort to complete the discussions if required, and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, KPDCL may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.4 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal, except as provided in ITB 12.6.

12.5 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Sub-Contracting

12.6 Subcontracting shall not be allowed.

c. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Expert becomes unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to KPDCL together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert, and on applying the evaluation criteria, sub-criteria and point system mentioned in ITC 21.1 (d) in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure, technical evaluation score equal to or better than that of the original Key Expert and must be acceptable to KPDCL. The technical evaluation score to be considered for evaluation of the Proposal, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if substitute Key Expert or the provided reasons for the replacement or justification are unacceptable to KPDCL, such Proposal will be rejected.

13. Clarification and Amendment of RFP

13.1 The Bidder may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to KPDCL's address indicated in the **Data Sheet**. KPDCL will respond in writing, or by standard electronic means, including posting it on website. Should KPDCL deem it necessary to

amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, KPDCL may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment will be binding on all the Bidders who submit their Proposal.

13.1.2 If the amendment is substantial, KPDCL may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

13.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Bidder must give particular attention to terms of reference specified under Appendix-A

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Forms provided in Section 4 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Forms provided in Section 5 of the RFP.

16.2 The prices quoted shall be inclusive of all costs and shall interalia cover: (i) the Bidder's profit, (ii) all taxes, duties and levies whatsoever except those reimbursable/ payable by KPDCL as per ITB 16.4, and (v) any other items as may be applicable but excluding reimbursable expenses as indicated in the **Data Sheet**.

a. Price Adjustment

16.3 For the assignment, a price adjustment provision for inflation applies if so stated in the **Data Sheet**.

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- b. Taxes** 16.4 The Bidder and its Sub-bidders and Experts are responsible for meeting all tax liabilities arising out of the Contract. Only those taxes and duties, as specified in the **Data Sheet** shall be reimbursed/ paid by KPDCL as per actuals.
- c. Currency of Proposal** 16.5 The Bidder is required to express the price for its Services in Indian Rupee only, failing which the proposal is liable to be rejected.
- d. Currency of Payment** 16.6 Payment under the Contract shall be made in the currency or currencies of the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission of Proposals** 17.1 The Bidder shall submit a digitally signed and complete Proposal comprising the documents and forms in accordance with ITB 10 (Documents Comprising Proposal) through the e-Procurement/ e- Tendering system except if and to the extent otherwise specified in the **Data Sheet**. The electronic submission procedure specified in the RFP Notice and **Data Sheet** shall be applicable.
- 17.2 An authorized representative of the Bidder shall digitally sign the submissions in the required format for both the Technical Proposal and the Financial Proposal to be submitted through the e-Procurement/ e- Tendering system. Documents, if any, specified in the **Data Sheet** to be submitted in hard copy shall be duly signed by the authorized representative. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture, if permitted as per Clause ITB 6.1 and Section 2, shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal as per ITB 17.1 and 17.2 above.
- 17.4 The deadline for submission and receipt of Proposals through the e-Procurement / e- Tendering system is indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by KPDCL after the deadline through any means or medium,

whatsoever, shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact KPDCL on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process.
- 18.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly KPDCL in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject sanctions.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact KPDCL on any matter related to the selection process, it shall do so only in writing. However, KPDCL is not bound to respond if it considers the same inappropriate.

19. Opening of Technical Proposals

- 19.1 KPDCL 's evaluation committee shall conduct the electronic opening of the Technical Proposals submitted and received through the e-Procurement/ e-Tendering system, in the presence of the Bidders' authorized representatives who choose to attend the online opening. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain unopened in the e-Procurement/ e-Tendering system securely, until they are opened in accordance with ITB 22.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) any modifications to the Proposal submitted through the e-Procurement/ e-Tendering system prior to proposal submission deadline; and (iii) any other information deemed appropriate.

20. Proposals Evaluation

- 20.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITB 12.7. While evaluating the Proposals, KPDCL will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals including any response to clarifications sought by KPDCL which does not alter the substance of the Proposal or the price.

21. Evaluation of Technical Proposals

- 21.1 KPDCL evaluation committee shall evaluate the Technical Proposals for determining:
- a) Bidder's compliance to the Eligibility Requirements specified in Section 2;
 - b) Bidder meeting the Qualification Requirements specified in ITB 6.2 in Data Sheet;
 - c) Proposal's responsiveness to the Terms of Reference and the RFP; and
 - d) Technical Score/ Marks secured in respect of and on the basis of the Technical Proposal applying the evaluation criteria, sub-criteria, and point system, in accordance with and as specified in the Data **Sheet** for the method of selection specified in ITC 2.1.

At this stage, a Proposal shall be rejected if the determination on any of one the aspects listed in (a), (b) or (c) above is not in the affirmative. Further, in respect of (d) above, each responsive Proposal will be given a technical score and if it fails to secure at least the qualifying Technical Score specified the Data Sheet, it will be rejected at this stage.

22. Public Opening of Financial Proposals

- 22.1 After the technical evaluation is completed pursuant to ITB 21.1, and approved by the competent authority, KPDCL may at its discretion and specific written request of the bidder and on case to case basis notify the Bidders whose Proposals were considered non-responsive to the RFP and TOR or, did not comply with the Eligibility Requirement and/or, did not meet the Qualification Requirement and/ or, did not secure at least the qualifying Technical Score, as applicable, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or, did not comply with the Eligibility Requirement and/or, did not meet the Qualification Requirement, and/ or. did not secure at least the qualifying technical score as applicable; and/or;
- (ii) provide, if so requested by such Bidders, information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion; and/or
- (iii) their Financial Proposals will be archived in the e-Procurement/ e-Tendering system unopened, after completing the selection process and Contract signing provided same is supported by the e-tendering portal in place in KPDCL

KPDCL reserves the right to notify the bidders, in pursuant to this Clause, only by means of uploading the brief technical evaluation summary on e-Tendering portal and non-receipt of notification of the same summary to the non-responsive bidders due to technical reasons shall not be responsibility of KPDCL.

22.2 KPDCL may at its discretion and on receipt of specific written request from the bidder on case to case basis, simultaneously notify in writing those Bidders whose Proposals were considered responsive to the RFP and TOR and, compliant with the Eligibility Requirement and, meeting the Qualification Requirement and, secured at least the qualifying Technical Score, as applicable, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and compliant with the Eligibility Requirement and, met the Qualification Requirement and, secured at least the qualifying Technical Score, as applicable; and/or
- (ii) provide information relating to the Consultant's overall technical score; and/or
- (iii) their Financial Proposal will be opened through the e-Procurement/ e-Tendering system at the public opening of Financial Proposals; and/or
- (iv) notify them electronically through e- Procurement/ e-Tendering system and/ or through e-mail, of the date, time and location of the public opening and invite them to be present for the opening of the Financial Proposals at their option.

KPDCL reserves the right to notify the bidders, in pursuant to this Clause, only by means of uploading the brief technical evaluation summary on e-Tendering portal and non-receipt of notification of the same summary to the responsive bidders due to technical reasons shall not be responsibility of KPDCL.

22.3 The Financial Proposals opening date shall be no less than two (2) Business Days from the date of notification referred to in ITB 22.1 and 22.2.

22.4 The Bidder's attendance at the opening of the Financial Proposals in person is optional and is at the Bidder's choice. The opening will be conducted online through the e-Procurement/ e-Tendering system.

22.5 The Financial Proposals shall be opened publicly by KPDCL's evaluation committee. At the opening, the names of the Bidders and the overall technical scores shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.

23. Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the quoted prices, including the applicable taxes, duties and levies, etc., and no corrections will be made to the Financial Proposal. Further all the items in the Financial Proposal shall be quoted failing which the financial proposal is liable to be summarily rejected and not considered in evaluation.

23.1.1 In case any arithmetical computation is involved, KPDCL's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the RFP/Technical and Financial Proposals in indicating quantities of input, the Technical Proposal and the provisions of ITB 14.1.2 prevails and KPDCL 's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the RFP/Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

23.1.2 The total proposal price exclusive of taxes and duties reimbursable/ payable by KPDCL as per ITB 24, shall be considered as the offered price.

23.1.3 Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.

24. Taxes

24.1 For the purpose of evaluation of financial proposals, consideration or otherwise of the taxes and duties reimbursable/ payable by KPDCL to the Bidder as per ITB 16.4 shall be as indicated and in accordance with the **Data Sheet**.

25. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

25.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions specified in the **Data Sheet**. The Bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for discussions, if required.

D. Discussions and Award of Contract

26. Discussions

26.1 The discussions, if required, will be held at the date and at the address to be communicated by KPDCL, with the Bidder's representative(s) who must have written power of attorney to hold discussions and negotiation of prices, if so decided by KPDCL, and sign a Contract on behalf of the Bidder.

26.2 The discussions shall be duly placed on record in the form of minutes to be prepared by KPDCL and signed by KPDCL and the Bidder's authorized representative, or in any other appropriate manner as may be decided by KPDCL.

a. Technical Discussions

26.3 The discussions shall be in respect of the Terms of Reference (TORs), the proposed methodology, KPDCL's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Discussions

26.4 The discussions shall be in respect of tax reimbursable/ payable by KPDCL as specified in Data Sheet and how it should be reflected in the Contract.

26.5 As the selection method includes cost as a factor in the evaluation, the total price as per the Financial Proposal may require to be reviewed during Contract discussions, if necessitated.

27. Conclusion of Discussions

27.1 The discussions are concluded with a review of the finalized draft Contract, which then shall be initialed by KPDCL and the Bidder's authorized representative.

28. Notification of Award

28.1 KPDCL shall, send a notification of award to the successful Bidder prior to the expiry date of the Proposal validity, confirming award of the Contract to the successful Bidder and requesting the successful Bidder to sign and return the Contract finalized after Contract discussions, within seven (7) Business Days from the date of receipt of such notification.

28.2 The Notification of Award shall constitute the acceptance of the Bidder's Proposal read in conjunction with Contract discussions, if any.

29. Signing of Contract and Contract Performance Security

29.1 The Contract shall be signed preferably prior to the expiry date of the Proposal validity and promptly after issuance of Notice of Award of Contract.

29.1.1 In case the selected Bidder is a Joint Venture/, if permitted as per Clause ITB 6.1 and Section 2, the Contract shall be signed by all the JV partners/ members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

29.2 The Bidder is expected to commence the Services related to the assignment on the date specified in the **Data Sheet** along with the time period for the engagement.

29.3 The Bidder shall furnish a Contract Performance Security if so specified in the **Data Sheet**.

29.4 Failure of the Bidder to act on the requirements of ITB 29.1, 29.2 and 29.3 shall constitute sufficient grounds for the annulment of the award of Contract and for further action as per the Bid Securing Declaration.

E. Data Sheet

ITB Reference	A. General
1 (c)	<p>Kashmir Power Distribution Corporation Limited (KPDCL) is a Govt. owned Corporation responsible for distribution of Electricity in Kashmir Division of UT of Jammu & Kashmir.</p> <p>The Company is engaged in distribution of electricity in 10 districts namely Srinagar, Ganderbal, Baramulla, Anantnag, Budgam, Pulwama, Shopian, Kupwara, Kulgam & Bandipora.</p>
1 (l)	Bidding/ Proposal by/ from Joint Venture is not permitted.
1 (q)	<p>Bidding against RFP shall be conducted through/ with Electronic – Procurement (e- Tendering) System.</p> <p>KPDCL shall use the following Electronic-Procurement (Bidding) system to manage this Request for Proposal (RFP) process:</p> <p>https://jktenders.gov.in/</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><i>[e.g. issuing RFP, corrigendum/ addendums, submissions of Proposals, opening of Proposals etc.]</i></p> <p>To aid and facilitate the Bidders on e-Tendering process a detailed manual on the same titled Bidder Help Manual/e-brochure for e-Bidding has been provided under “Downloads” section on https://jktenders.gov.in/</p> <p>The same may be utilized by the Bidders.</p>
2.1	<p>Method of selection that shall apply for selecting a Bidder from those who submit their Proposal in response to the RFP, is: Quality and Cost Based Selection (QCBS).</p>
2.2	The name of the assignment is: “Preparation of Fixed Assets Register and Valuation of Fixed Assets of KPDCL”

2.3 No pre-proposal conference will be held. However, clarifications can be requested as per dates mentioned in tender notice at below mentioned Address/email
**Office of Chief Engineer, Distribution Wing, KPDCL,
Exhibition Ground, Opposite J&K High Court, Jehangir Chowk,
Srinagar-190001**
Telephone: 0194-2452001, 2477221 Fax. 0194-2453863
E-mail: ce.mre.kash@gmail.com; mdkpdcl@gmail.com
Contact person:
Technical Officer with Chief Engineer Distribution, KPDCL
Due to prevailing COVID-19 conditions and as per the directives and SoP of MHA, the pre-bid meeting may be held over a Video Conferencing, Link for which will be made available one day prior to holding this meeting at KPDCL website. (If required)

6.2 **The Qualification Requirements to be met by the Bidder** for consideration of their Proposal in response to the RFP, are annexed to the Data Sheet as **Annexure II (Data Sheet).**

B. Preparation of Proposals

10.1 **The Proposal shall comprise the following:**
Technical Proposal:

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form. {enclose <i>Power of Attorney of the Bid, Bid/ Proposal Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }
TECH-2	Bidder's Organization
TECH-3	Compliance Status of Qualification Requirement
TECH-4	Bidder's Experience
TECH-5	Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)

AND Financial Proposal:

(i) Form FIN-1 Financial Proposal Submission Form
(ii) Form FIN-2 Summary of Costs

10.2 Integrity Pact is required to be submitted with the Technical Proposal, duly signed in the format as per Section 4. **Technical Proposal – Forms.**

11.1	Participation of Experts in more than one Proposal is not permissible.
12.1	Proposals shall be valid until 180 days after the date of opening of Technical Proposal specified in ITB 19.1 as extended from time to time.
12.2	Bid Securing Declaration is required to be submitted with the Technical Proposal, as per the format given in Section 4. Technical Proposal – Forms.
12.8	Subcontracting of Services is not allowed.
13.1	Clarifications may be requested no later than 10 days prior to the proposal submission deadline. Office of Chief Engineer, Distribution Wing, KPDCL, Exhibition Ground, Opposite J&K High Court, Jehangir Chowk, Srinagar-190001 Telephone: 0194-2452001, 2477221 Fax. 0194-2453863 E-mail: ce.mre.kash@gmail.com ; mdkpdcl@gmail.com
15.1	The Technical Proposal shall interalia comprise the forms and documents as per ITB 10.1 and as referred to in Section.4 Technical Proposal - Forms.
16.3	Prices quoted shall be “ FIRM ”. No Price Adjustment shall be allowed
16.4	Only GST applicable in India, on KPDCL consulting services provided by the Bidder under the Contract shall be paid/ reimbursed by KPDCL against requisite documents as per actuals. Other than the GST, as stated above, no reimbursement/ payment of any other taxes, duties or levies will be done by KPDCL under any circumstances.
C. Submission, Opening and Evaluation	
17.1	The Bidders shall submit their Technical Proposals as well as Financial Proposal electronically only as per the procedure for e- Procurement/Tendering specified in RFP Notice and ITB 1(p). However, Cost of Tender Document as well as Bid Security shall be submitted in original to the Office of Chief Engineer, Distribution Wing, KPDCL before opening of Technical Proposals.

17.2	The complete Technical proposal as well as Financial Proposal shall be submitted electronically only.
17.4	The deadline for submission and receipt of Proposals through the e-Procurement system is : Date: 12.09.2022 Time: 16:00 Hrs
19.1	The Technical Proposals shall be opened online only on www.jktenders.gov.in . Bidders, who wish to participate during the technical proposal opening shall witness the same online.
21.1 (d)	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals, along with the qualifying Technical Score, are annexed to the Data Sheet as Annexure III (Data Sheet).
24.1	The price quoted by the Bidder shall be inclusive of all applicable taxes and duties except GST applicable in India on the services to be rendered/ provided under the Contract, which will be payable/ reimbursable by KPDCL based on documents as indicated in ITB 16.4. For the purpose of the evaluation, KPDCL will, exclude the GST.
25.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest evaluated price, and “F” the evaluated price of the proposal under consideration.</p> <p>The evaluated price of each of the Financial Proposals shall be the price arrived at as per ITB 23 and 24.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70 and</p> <p>P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>

D. Discussions and Award of Contract

29.2

Expected date for the commencement of the Services: Within the validity period.

Time period for engagement: The engagement of the Bidder/Completion Period under the Contract shall be six (06) months from the date of signing of the Contract.

Contract Performance Security (CPG): Within fifteen (15) days of the signing of the Contract, the successful Bidder (in case of successful Bidder being a Joint Venture, if permitted as per ITB 6.1 and Section 2, the Lead Partner on behalf of the JV or all the JV partners jointly) shall furnish CPG **@3% of Contract Value**, in the form of CD/FDR/Bank Guarantee in accordance with the Conditions of Contract, using the Form annexed therewith. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award of Contract and further action as per the Bid Securing Declaration.

Annexure I (Data Sheet)

Bidder Help Manual for E-Bidding

Please visit [www. jktenders.gov.in](http://www.jktenders.gov.in)---- Downloads Section

Annexure-II (Data Sheet)

Qualification Requirements for Bidders (also referred to herein as Bidders)

Technical Proposals shall be evaluated as per ITB 21, interalia, on the basis of their responsiveness to and Bidder's meeting the Qualification Requirements specified herein below:

Sr. No.	Requirement	Documentary proof to be submitted
1.	<p>The bidder should have a minimum average annual turnover of Rs. 05 Crore (Rupees Five Crore) in businesses from its Indian operation during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19.</p> <p>(If audited annual accounts for FY-2020-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).</p>	Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal
2.	<p>The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19 (If audited annual accounts for FY-2021-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).</p>	Enclose self-attested copy of audited Financial Statements / Annual Accounts for the last Three Financial Years with the Technical Proposal
3.	<p>The Bidder should have experience of Asset Valuation of state or central government PSUs/Corporation / KPDCLs in India/globally.</p> <p>The aggregate annual value of such services i.e. Valuation of Assets in the last 5 years (2016-17 to 2020-21) should be at least Rs. 3000 crore for completed or ongoing projects.</p>	Enclose work order.

Annexure-III (Data Sheet)

Evaluation criteria, sub-criteria, and point system for evaluation of Technical Proposal

Technical Proposals shall be evaluated as per ITB 21, interalia, for giving a technical score applying the evaluation criteria, sub-criteria and point system and if it fails to secure at least the specified qualifying Technical Score, it will be rejected at this stage. The same are mentioned herein below along with other relevant details:

1. Evaluation criteria, sub-criteria and marking system

No.	Evaluation Criteria/Sub Criteria	Max. Marks	Documents to be uploaded in E-Procurement portal
1	<p>The Bidder should have a minimum average annual turnover of Rs. 05 Crore (Rupees Five Crore) in business from its Indian operations during the last three (3) financial years namely, FY 2020- 21, 2019-20, and FY 2018-19.</p> <p>(If audited annual accounts for FY-2020-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).</p> <ul style="list-style-type: none">• Value Rs. 05 Cr: 10 marks• Value Rs. 10 Cr: 20 marks• Value Rs. 05 Cr - Rs. 10 Cr: proportionate between 10 and 20 marks	20	<p>Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal</p> <p>CA certificate clearly specifying the segment-wise turnover.</p>
2	<p>The Bidder should have experience of Asset Valuation of state or central government PSUs/Corporation / KPDCL in India/globally</p> <ul style="list-style-type: none">• Aggregate value of Valuation Rs. 3000 Cr: 20 marks• Aggregate value of Valuation Rs. 5000 Cr or above: 30 marks• Aggregate value of Valuation between Rs. 3000 Cr to Rs. 5000 Cr: proportionate between 20 and 30 marks	30	<p>Work Order and certificate from the respective organizations and/ or CA as proof of having provided or providing services for projects</p>

6	<p>Competence of the key experts for the Assignment*</p> <p>a) Financial Expert [1 no.] = 20 marks b) Technical Expert [1 no.] = 15 marks c) Associate Finance & Accounts [1 no]= 5 marks d) Associate Technical Electrical [1 no.]= 5 marks e) Associate Technical Civil [1 no.] = 5 marks *[Posting location of all key-experts shall be KPDCL Headquarters.]</p>	50	Details given below
	Total	100	

For marking related to key experts, the following criteria shall be followed:

S.No	Key Expert	Evaluation Criteria Requirement
1	Financial Expert [1 No.]	<p><u>Qualifications:</u> Chartered Accountant /MBA (Finance)</p> <p><u>Experience:</u> - Minimum 10 years of experience and experience of atleast one (01) fixed asset management project with Asset Valuation Value of Rs.3000 Cr is essential</p> <p><u>Marking:</u> a) 1 mark for each year of experience subject to maximum - 10 marks b) Experience in Asset Valuation projects: • Two projects – 2.5 marks for each project • Three or more projects – 10 marks</p>
2	Technical Expert [1 No.]	<p><u>Qualifications:</u> B. Tech + MBA</p> <p><u>Experience:</u> - Minimum 8 years of experience and experience of atleast one (01) fixed asset management project with Asset Valuation Value of Rs.2000 Cr is essential</p> <p><u>Marking:</u> c) 1 mark for each year of experience subject to maximum - 8 marks d) Experience in Asset Valuation projects: • Two projects – 1 mark for each project • Three or more projects – 7 marks</p>
3	Associate Finance & Accounts [1 No.]	<p><u>Qualifications:</u> Chartered Accountant /MBA (Finance)</p> <p><u>Experience:</u> - Minimum 4 years of experience</p> <p><u>Marking:</u> e) 0.5 mark for each year of experience subject to maximum - 3 marks f) Experience in Asset Valuation projects: • Experience in Two or more Asset Valuation Projects – 2 marks</p>

4	Associate Technical Electrical [1 No.]	<p><u>Qualifications:</u> B.E/B.Tech Electrical/E&C</p> <p><u>Experience:</u> - Minimum 4 years of experience</p> <p><u>Marking:</u> g) 0.5 mark for each year of experience subject to maximum - 3 marks h) Experience in Asset Valuation projects: • Experience in Two or more Asset Valuation Projects – 2 marks</p>
5	Associate Technical Civil [1 No.]	<p><u>Qualifications:</u> B.E/B.Tech Civil Engineering</p> <p><u>Experience:</u> - Minimum 4 years of experience</p> <p><u>Marking:</u> i) 0.5 mark for each year of experience subject to maximum - 3 marks j) Experience in Asset Valuation projects: • Experience in Two or more Asset Valuation Projects – 2 marks</p>

Note:

- a) *If any of the proposed Key-Expert does not meet the basic qualification, it will be deemed to mean that the said proposal is without the said Key-Expert and accordingly such proposal is liable to be rejected.*
- b) *It is clarified that for evaluation of project value/turnover wherever composite project has been awarded then value for eligible part of the project shall be taken based on the manpower/effort/proportion of the total scope of work, deployed for that part of the project. The value for the eligible part shall be duly certified by the client/CA.*
- c) *KPDCL expects that all the proposed key experts to be available during implementation of the contract. KPDCL will not consider substitutions during contract implementation except with prior approval from KPDCL. If substitution is done with due permission of KPDCL, then such substitute resource shall be equally or more qualified as compared to the original resource proposed at the time of bidding. For evaluation purpose, credentials of the substitute resource in line with tender requirements shall be submitted to KPDCL.*
- d) *Based on the evaluation carried out as above, each Technical Proposal will be given a technical score (St).*
- e) *Consultants must secure at least the **qualifying technical score (Stq) of 55 out of 100** to be shortlisted. Proposals from Consultants securing less than that will not be considered further.*

Section 4. Technical Proposal –Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form. {enclose <i>Power of Attorney of the Bid, Bid/ Proposal Securing Declaration, Integrity Pact and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }
TECH-2	Bidder's Organization
TECH-3	Compliance Status of Qualification Requirement
TECH-4	Bidder's Experience
TECH-5	Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Engineer, Distribution Wing
Kashmir Power Distribution Corporation Limited
Exhibition Ground, Opp J&K High Court, Jehangir Chowk
Srinagar, J&K-190001

Dear Sirs:

We, the undersigned, offer to provide the “**PREPARATION OF FIXED ASSETS REGISTER AND VALUATION OF FIXED ASSETS OF KPDCL**” in accordance with your Request for Proposals (RFP) dated and our Proposal. We have noted the method of selection stated in RFP: Shortlisting of Bidders based on criteria for shortlisting followed by **Quality and Cost - Based Selection (QCBS)** amongst shortlisted bidders. Accordingly, we are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by KPDCL.
- (b) Our Proposal shall be valid and remain binding upon for the period of time specified in the Data Sheet, ITB 12.1. We also hereby submit the **Bid Securing Declaration**, as per ITB 12.2 as **Attachment 1** to our Technical Proposal.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) We meet the eligibility requirements as stated in Section.2 and ITB 6, and we confirm our understanding of our obligation to abide by the stipulations regarding Fraud and Corruption as per ITB 5. We also hereby submit the **Integrity Pact** duly signed, as per ITB 10.2 as **Attachment 2** to our Technical Proposal.
- (e) We undertake to discuss (if invited/ required by KPDCL) a Contract on the basis of the RFP. We accept that deviation from the terms and conditions of RFP may lead to the termination of Contract discussions and shall constitute sufficient ground for action against us as per the Bid Securing Declaration.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract discussions.
- (g) **(applicable only if the bidder is a Joint Venture as per Section 2 of RFP/ bidding document)** We are bidding as Joint Venture and submitting our

Proposal as a Joint Venture of firms named below, as per Section 2/ Section 3 of RFP/ bidding document). Furthermore, in accordance with Clause 2(i) of Section 2, we also declare and confirm that all partners of the joint venture, named below, shall be liable jointly and severally for the execution of the contract in accordance with the contract terms:

1. M/s (Lead Partner/ Authorized Representative of JV)
2. M/s(Other Partner of JV)

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITB 29.2 of the Data Sheet. Failure to do so shall constitute sufficient ground for action against us as per the Bid Securing Declaration

We understand that KPDCL is not bound to accept any Proposal that KPDCL receives.

Enclosures:

1. Attachment 1. Bid Securing Declaration
2. Attachment 2. Integrity Pact
3. Attachment 3. Power of Attorney of proposal/ Bid Signatory#
4. Attachment 4. Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements
5. Attachment 5. Bidder's/ Bidder's Profile Form
6. Attachment 6. Joint Venture Agreement@
7. Attachment 7. Joint Deed of Undertaking (JDU) @

We remain,

Yours sincerely,

Signature (of Bidder's authorized representative) # {In full and initials}:

*(enclose Power of Attorney of the Bid Signatory as **Attachment 3**)*

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Bidder (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITB 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached @ applicable in case of Joint Venture bidding

ATTACHMENT 1 TO FORM TECH-1**BID SECURING DECLARATION**

Whereas, I/We (insert name of Bidder and in case of JV bidding, name of all partners) ----- have submitted Proposal for ----- (name of Consulting Services) in response to Request For Proposal (RFP) no: ----- dated -----

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFP document,
- Or
2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFP document,
- Or
3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFP document.

I/we shall be suspended from and shall not be eligible to participate for a period of one year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal etc. issued by KPDCCL during that period.

Signed on(*Insert the Date*)

Signature (of Bidder's authorized representative) # {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Bidder (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITB 17.2.1; in either case the power of attorney of the

authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

ATTACHMENT 2 TO FORM TECH-1**INTEGRITY PACT****PRE-CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20... , between, on one hand, KPDCL, acting through **Shri Javed Yousuf Dar, Chief Engineer, Distribution Wing, KPDCL,,** (hereinafter called the " DISCOM", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. _____ represented by Shri _____ <in case of JV bidding names of all the partners of JV must appear>(hereinafter called the "BIDDER/SELLER/BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS KPDCL propose to procure (Items and Services as per the Scope Of Work Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller/ Bidder is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER/ Bidder is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and KPDCL is a Ministry /Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling KPDCL to obtain the desired "Items and Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and KPDCL will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of KPDCL

1.
 - 1.1. KPDCL undertakes that no official of KPDCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2. KPDCL will, during the pre-contract stage, treat all BIDDER/BIDDER alike, and will provide to all BIDDER/BIDDER the same information and will not provide any such information to any particular BIDDER/BIDDER which could afford an advantage to that particular BIDDER/BIDDER in comparison to the other BIDDER(S)/BIDDER(S).
 - 1.3. All the officials of KPDCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/BIDDER to KPDCL with the full and verifiable facts and the same is prima facie found to be correct by KPDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by KPDCL and such a person shall Be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by KPDCL, the proceedings under the contract would not be stalled.

Commitments of BIDDERS/Bidders

3. The BIDDER/BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of KPDCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER/BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of KPDCL or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

- Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. The BIDDER/BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. The BIDDER/BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER/BIDDER further confirms and declares to KPDCL that the BIDDER/BIDDER is the original manufacturer/Integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to KPDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/BIDDER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6. The BIDDER/BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of KPDCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER/BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8. The BIDDER/BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9. The BIDDER/BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by KPDCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10. The BIDDER/BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11. The BIDDER/BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12. If the BIDDER/BIDDER or any employee of the BIDDER/BIDDER or any person acting on behalf of the BIDDER/BIDDER, either directly or indirectly, is a relative of any of the officers of KPDCL, or alternatively, if any relatives of an officer of KPDCL had financial interest/stake in the BIDDER's/BIDDER's firm, the same shall be disclosed by the BIDDER/BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The BIDDER/BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of KPDCL.

4. Previous Transgression

4.1. The BIDDER/BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's/BIDDER's exclusion from the tender process.

4.2. The BIDDER/BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER/BIDDER deposit an amount _____ (as specified in TENDER) as Earnest Money/Security, Deposit, with KPDCL through any of the following instruments:

5.1.1. Bank Draft or a Pay Order in favour of 'KPDCL' payable at State HQ

5.1.2. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to KPDCL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by KPDCL shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the TENDER).

5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

5.3. In the case of successful BIDDER/BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by KPDCL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by KPDCL to the BIDDER/BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER/BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge

- of the BIDDER/SELLER/BIDDER) shall entitle KPDCL to take all or any one of the following actions, wherever required:-
- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by KPDCL and shall not be required to assign any reason therefore.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4. To recover all sums already paid by KPDCL, and in case of the Indian BIDDER/BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from KPDCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest
 - 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/BIDDER, in order to recover the payments, already made by KPDCL , along with interest.
 - 6.1.6. To cancel all or any other contracts with the BIDDER/BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to KPDCL resulting from such cancellation/rescission and DISCOM/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/BIDDER.
 - 6.1.7. To debar the BIDDER/BIDDER from participating in future bidding processes of the Government of India DISCOM/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of KPDCL.
 - 6.1.8. To recover all sums paid in violation of this Pact by BIDDER/BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.
 - 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by KPDCL with the BIDDER/BIDDER, the same shall not be opened.
 - 6.1.10. Forfeiture of performance Bond in case of a decision by KPDCL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.
- 6.2. KPDCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/BIDDER), of an offence as defined in Chapter IX of the Indian

- Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of KPDCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/BIDDER shall be final and conclusive on the BIDDER/BIDDER. However, the BIDDER/BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. Independent Monitors
- 7.1. KPDCL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by KPDCL).
- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by KPDCL.
- 7.6. The BIDDER/BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of KPDCL including that provided by the BIDDER/BIDDER. The BIDDER/BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/BIDDER/Subcontractors(s) with confidentiality.
- 7.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of KPDCL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by KPDCL/BIDDER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, KPDCL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/BIDDER and the BIDDER/BIDDER

shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of KPDCL.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both KPDCL and the BIDDER/SELLER/BIDDER, including warranty period, whichever is later. In case BIDDER/SELLER/BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

KPDCL
Name of the Officer
Designation

BIDDER/BIDDER#
CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

* Provision of these clauses would need to be amended/deleted in line with the policy of KPDCL in regard to involvement of Indian agents of foreign supplies.

For a joint venture, either all members shall sign or only the authorised signatory as per ITB 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

ATTACHMENT 3 TO FORM TECH-1

POWER OF ATTORNEY OF PROPSAL/BID SIGNATORY

- **No specified Format. Bidder may use their own format for the proposal/ bid signatory signing on behalf of the sole Bidder/ Bidder or the Joint venture member(s)/ partner(s).**
- **In case the bidder is a JV, the format of Power of Attorney in favour of Authorized Representative of the JV as per ITB 17.2.1, shall be as under:**

FORMAT OF POWER OF ATTORNEY BY EACH MEMBER/ PARTNER OF THE JOINT VENTURE IN FAVOUR OF LEAD MEMBER/ PARTNER

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details _____ are _____ given _____ hereunder _____ have formed a Joint Venture under the laws of _____ and having our Registered Office(s)/Head Office(s) at _____ (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s _____ being the Lead Partner /Partner in-charge, do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of _____ and having its Registered/Head Office at _____ as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (RFB)/ Request for Proposals (RFP) No..... for < insert the name of Package/ RFP/ Contract Title> the bids/ proposals for which have been invited by <insert name of the Employer alongwith address> (hereinafter called the 'Employer') to undertake the following acts :

- i) To sign and submit proposal/ Bid and participate in the aforesaid Bidding, against the RFB/ RFP issued of the Employer, on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners, and all the Joint Venture Partners shall be jointly and severally responsible and liable for all the actions in relation to and/or connected with the bid/ proposal and/ or the contract.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorised Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the
Partners of Joint Venture

Partner 1.

Partner 2.

Partner 3.

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the power of attorney , the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The power of attorney shall be signed on all the pages by the authorised representatives of each of the partners, whose complete details s hall be mentionedand should invariably be witnessed and notarised.

ATTACHMENT 4 TO FORM TECH-1**UNDERTAKING ON COMPLIANCE OF RFP TERMS & CONDITIONS AND OTHER REQUIREMENTS**

(To be submitted on ₹100 Stamp paper issued in the State where Bidder's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Proposal (RFP) Document in respect of RFP no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFP document.

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFP are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of KPDCL as specified in the RFP document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFP document completely and we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that KPDCL reserves the right to float a separate Request For Proposal/ Notice Inviting Tender/ Invitation for Bids for the scope of Services and related requirements as covered under this RFP, irrespective of the outcome of this RFP, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request for Proposal/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFP shall be deemed as a Proposal for in response to such Request for Proposal/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Services and undertake to be the single point of contact for KPDCL for all Services and related requirements as per the terms and conditions and as specified in this RFP document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the RFP document and should be accordingly submitted to KPDCL. In case of a failure to comply and/or variation, KPDCL has the sole discretion not to consider or disqualify my/our Proposal/ bid for the aforementioned RFP and I/We shall be not have any claim of any sort/kind/form on the same.

I/We agree to be bound by our Proposal for the period of time specified in the Data

Sheet, ITB 12.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We hereby attach the duly signed and stamped RFP document as an unconditional acceptance and compliance of RFP specifications and terms & conditions as part of the Technical Proposal without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of Services/ works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Services/ execution of work. The decision of KPDCL on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFP document along with amendment/corrigendum/ clarification, if any

I/We hereby declare that our company/ organization is not black listed by any Government or any Government agencies including PSUs as on the date of submission of proposal.

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, KPDCL has discretion to terminate the Contract and get the Services delivered / work done through third party.

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;

- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise blacklisted as on the date of submission of proposal.
- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFP document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFP document.

Signed on(*Insert the Date*)

Signature (of Bidder's authorized representative) # {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Bidder (company's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITB 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached as Attachment to Form Tech-1

**ATTACHMENT 5 TO FORM TECH
VENDOR PROFILE FORM**

Annexure-A

1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	[UT of J&K] Office Address if any & Contact Details:			
Names and Designations of the persons authorized for single point interaction with KPDCL				
	Mobile Numbers of Contact persons:		E-mail of Contact persons:	
5	a) MSME Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	b) GeM (Government e-Marketplace) Registration:	(Yes/No)	If Yes, mention GeM Seller ID:	
			Date:	
			Category:	
			Range of Supply/ Services:	
			If No, then provide the date by which you will be registered on GeM portal:	Dt.:
	c) TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
			If No, then provide the date by which you will be registered on TReDS portal:	
	d) Whether SC/ST/OBC Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)	
e) Whether Women Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)		

Note:

- 1) As per latest Gol directives, **w.e.f. 01st Nov., 2020**, all vendors of any CPSE must provide their GeM Seller ID to be indicated compulsorily by the respective CPSEs on their Letter of Awards issued to the successful bidders.
- 2) In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.
- 3) In case of JV bidding, the aforesaid details/ documents are to be furnished for each of the JV Partner

ATTACHMENT 6.

JOINT VENTURE AGREEMENT, IF APPLICABLE

(No Specified Format. Bidders may use their own format adhering to the requirements specified in Section 2 of RFP/ bidding document)

ATTACHMENT 7.
(NOT APPLICABLE FOR THIS RFP)

JOINT DEED OF UNDERTAKING BY JOINT VENTURE PARTNERS

~~THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid/ proposal and entering into a contract [hereinafter called the "Contract" (in case of award)] against the Request For Bids (RFB)/ Request for Proposal (RFP) No..... for (*insert name of the package/ procurement alongwith project name*) of (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the "Employer").~~

~~WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....~~

~~AND WHEREAS the Employer invited bids as per the above mentioned Package/ Procurement for the Consulting Services as stipulated in the RFP/ Bidding Documents for (*insert name of the package alongwith project name*)~~

~~AND WHEREAS as per Section 2/ Section 3 of the Bidding Documents, inter alia stipulates that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the RFP/Bidding Documents and that , in such a case, the Bid/ Proposal shall be signed by all the partners/ Authorised Representative of the Joint Venture, so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.~~

~~AND WHEREAS the bid/ proposal is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid/ proposal in accordance with the~~

requirements of Section 2/ Section 3 of the RFP/ Bidding Documents, has been signed in accordance with the provisions contained therein.

~~NOW THIS UNDERTAKING WITNESSETH AS UNDER:~~

~~In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:~~

- ~~1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorised Representative/ Partner-in-Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for successfully providing/ delivering/ performing the Consulting Services and for successful performance of the Contract in the event of award in accordance with the Contract:~~
- ~~2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.~~
- ~~3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any defect/shortfall in the performance in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partners/ Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.~~
- ~~4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.~~
- ~~5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** (to be suitably appended by the JV/Parties alongwith this Undertaking in its proposal/ bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and~~

~~obligations shall not in any way be a limitation of joint and several responsibilities and liability of the Parties under the Contract.~~

- ~~6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.~~
- ~~7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.~~
- ~~8. In case of an award of Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.~~
- ~~9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid/ proposal and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.~~

~~IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.~~

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No. 1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

~~Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated~~

~~For Party No.-2
For _____ and _____ on _____ behalf _____ of
M/s.....~~

~~Name~~

~~(Signature of the authorized
representative)~~

~~Designation~~

~~Signature~~

~~WITNESS :~~

~~I.....~~

~~II.....~~

~~Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated~~

~~For Party No.-3
For and on behalf of M/s.
.....~~

~~Name~~

~~Designation~~

~~Signature~~

~~(Signature of the authorized
representative)~~

~~WITNESS :~~

~~I.....~~

~~II.....~~

Note:

- ~~1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.~~
- ~~2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.~~
- ~~3. Appendix 1 must be enclosed~~

FORM TECH-2 BIDDER'S ORGANIZATION

(In case of JV bidding, the details/ documents are to be furnished for each of the JV Partner)

1. Brief description of the Bidder's organization.

[Provide here a brief description of the background and organization of Bidder's company/ firm, and – in case of a joint venture – of each member for this assignment]

2. Organization Chart, List of Board of Directors and Key Management Personnel

[Include here organizational chart and a list of Board of Directors and Key Management Personnel.]

FORM TECH-3**COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT**
(REFER SECTION 3. ITB)

[In the table below, which includes the minimum Qualification Requirement to be met by the Bidder, indicate the compliance status, and, if the requirement is met, indicate the supporting documentary proof and attach its copy with this Technical Proposal numbering the attachments as Attachment 3 (A, B, C.).]

Sr. No	Requirement	Compliance Status (Yes/ No) / (Remarks, if any)	Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/ C.....)]
1.	<p>The bidder should have a minimum average annual turnover of Rs. 05 Crore (Rupees Five Crore) in businesses from its Indian operation during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19.</p> <p>(If audited annual accounts for FY-2020-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).</p>		Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal
2.	<p>The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19 (If audited annual accounts for FY-2021-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).</p>		Enclose self-attested copy of audited Financial Statements / Annual Accounts for the last Three Financial Years with the Technical Proposal
3.	The Bidder should have experience of Asset Valuation of		Enclose work order.

Sr. No	Requirement	Compliance Status (Yes/ No) / (Remarks, if any)	Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/ C.....)]
	<p>state or central government PSUs/Corporation / KPDCLs in India/globally.</p> <p>The aggregate annual value of such services i.e. Valuation of Assets in the last 5 years (2016-17 to 2020-21) should be at least Rs. 3000 crore for completed or ongoing projects.</p>		

FORM TECH-4**FIRM/ BIDDER'S EXPERIENCE**
(REFER SECTION 3. ITB)

The Evaluation Criteria/ sub-criteria and marks/ score allotted to Firm/ Bidder's Experience for Technical Evaluation are specified in ITB.

1. Accordingly, list here the relevant previous assignments/ experience details in support of the above, for the purpose of Technical Evaluation.
2. List only those assignments for which the Bidder was legally contracted by the Client or was one of the joint venture members. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder. The Bidder should, for substantiating the claimed experience, attach herewith relevant documentary evidence (numbering them as Attachment Tech – 4 (A/B/C....) appropriately connecting the listed assignment and the corresponding attachment. The Bidders should be prepared for presenting and submitting copies of additional relevant documents and references if so requested by KPDC.

(Suggested format for listing the experience)

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rupees equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}			{e.g., Rs.1 mill/ Rs. 10 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}			{e.g., Rs.1 mill/ Rs. 10 mill }	{e.g., sole Bidder}

FORM TECH-5**TEAM COMPOSITION/ STRUCTURE**

EXPERTS	Name of Expert	Position
K-1	{e.g., Mr. Abbbb}	[Financial Expert]
K-2		
K-3		
K-4		
n		

FORM TECH-5**(NOT APPLICABLE)****(CONTINUED)****(REFER SECTION. 3 ITB)**

The Evaluation Criteria/ sub-criteria and marks/ score allotted for Experience and Qualification of Team for Technical Evaluation are specified in Section. 3 ITB.

Accordingly include here the Curricular Vitae of each of the expert who will be deployed by the Bidder for the assignment and considered for Technical Evaluation as per RFP Document. The Bidder should, for substantiating the claimed experience, attach herewith documentary evidence (numbering them as Attachment Tech – 8 (A/B/C.....), appropriately connecting the CV of a particular expert and the corresponding attachment. The Bidders should be prepared for presenting and submitting copies of additional relevant documents/ information and references if so requested by KPDCL.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Financial Expert}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which Expert can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Bidder's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all <i>activity/ sub-task/ task/ part of the assignment</i> as per Section. 7 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by KPDCL.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Date

Signature

Representative of the Bidder
(the same who signs the Proposal)

Section 5. Financial Proposal - Forms

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 BOQ/Financial Bid to be uploaded electronically only. In no case, hard copy of BOQ/Financial Bid shall be submitted otherwise the bid shall be outrightly rejected.

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Discom]

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Services for <<< Name of Project>>> with your Request for Proposal dated [Insert Date] and our Technical Proposal.

We have submitted the Financial Bid electronically on e-Tendering portal in the same BOQ template as uploaded by KPDCL on portal.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract discussions, for the period of time specified in the Data Sheet, ITB 12.1.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Signature (of Bidder’s authorized representative) # {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Bidder (company’s name or JV’s name, if applicable):

Capacity: {insert the person’s capacity to sign for the Bidder}

Address: {insert the authorized representative’s address}

Phone/fax:{insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}_____

For a joint venture, either all members shall sign or only the authorised signatory as per ITB 17.2.1; in either case the power of attorney of the authorized bid signatory (signatories) must be attached.

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (<i>in Indian Rupees</i>)
Cost of the Financial Proposal :	
TO BE UPLOADED ELECTRONICALLY ONLY IN THE SAME BOQ TEMPLATE AS UPLOADED BY KPDCL AGAINST THIS RFP/TENDER	

Section 6. Terms of Reference (TOR)

1. BACKGROUND:

KPDCL is one of the Electricity Distribution companies currently functioning in the UT of Jammu and Kashmir.

2. Duration of the engagement under the Contract/Completion Period

The engagement of the Bidder/Completion period under the Contract shall be six (06) months from the date of signing of the Contract.

3. Scope of Services

The broad scope of work for the Asset Valuer is to carry out the valuation of all assets of the DISCOM on "as is where is basis" for the purpose of existing business operations. In estimating the market value for the above assets, the Valuer shall:

- a) Clearly identify, describe and list all properties and assets, including intangibles such as Trademark, title to property rights, being valued, as provided by the Company. Valuation of Intangibles is to be given/ indicated separately.
- b) Exercise due diligence and take full and comprehensive view of relevant data while making separate valuation of each and every distinct asset, and review of the location, site plans, Plant & Machinery and due diligence on approvals from various regulatory authorities as applicable, lay outs, review of physical encumbrances, if any, etc.
- c) Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property with proper justification in support of the best possible value assessment of the company and process followed as per the government guidelines.
- d) Make valuation of the property by anyone or a combination of the following methods:
 - (i) Comparison Method;
 - (ii) Income Capitalisation;
 - (iii) Discounted Cash Flow;
 - (iv) Cost Approach method;
 - (v) Replacement valuation; or
 - (vi) Any other generally accepted valuation methods .
- e) Suitably provide the justification along with the underlying assumptions for adopting the particular method of valuation.
- f) State clearly any limiting conditions with supporting empirical data that may alter opinions and conclusions or influence valuation.
- g) Provide sufficient information in the Report to enable the reader

to fully understand it, place reliance on the supporting data, reasoning, analyses and conclusions underlying Asset Valuer's findings, opinions and conclusions indicating implication on final valuation of enterprise value in quality and quantity both.

- h) Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
- i) The Valuer will be responsible for making a draft report and making detailed presentations on the subject matter as may be required by the Discom. Post presentation, the Valuer, shall, if required, incorporate the suggestions, as may be requested by the Discom or provide for any other additional clarification that may be required. The final deliverable shall be the final Valuation Report, incorporating the changes/modifications as may be suggested.
- j) The Valuer shall sign an agreement with the DISCOM to keep and provide, all data, information and the Valuation Report, during and after valuation as includes.
 - Adopted approach & methodology.
 - Analytic professional assessment including relevant considerations taken into account in valuation of assets.
 - Annexures including Value of the fixed assets covering land, building, plant and machinery, other fixed assets and intangibles such as property rights embodied in TRADEMARK along with their details illustrated as under:
 - (i) Land - Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.
 - (ii) Building - Specifications, conditions, computation of fair value (Such as details) regarding current costs and depreciation.
 - (iii) Plant and machinery - Specification, conditions, computation of value (Such as details regarding current costs, depreciation for past usage, scrap value factoring into the obsolescence in technology, etc.).
 - (iv) Other Assets- Including projects under construction.
 - (v) Other Fixed Assets - Specifications, conditions, depreciation.
 - (vi) Any other matter, which the Valuer in their own professional judgment consider worth

indicating. Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer, certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.

- k) Prepare and compile voltage – wise fixed asset registers and depreciation registers.
- The value based asset registers shall be prepared with cut – off date as 30.06.2022, for each accounting unit as well as for KPDCL as a whole, to the satisfaction of the KPDCL.
 - All assets shall have details of the year of installation/ commissioning and other parameters so that year wise asset register can be prepared with ease.
- l) Determination of historical cost of assets:
- Prepare a plausible methodology to determine the historical cost of the fixed assets if required.
 - Compile and assess the value of asset through approved methodology.
- m) Development of methodology and updation of fixed asset register (FAR):
- Develop offline formats, suitable to update the fixed asset register on continuous basis and methodology to duly reconcile it with the books of accounts of KPDCL.
 - Provide hand-holding support to officers of the KPDCL in familiarizing with the procedure to update the Fixed Asset Register using the format so developed. The successful bidder shall ensure the complete knowledge-transfer necessary for updating of FAR by Discom employees in subsequent years post completion of this assignment.
- n) Details of work to be performed.
- Physical Verification of key Assets: The details of assets and the manner in which physical verification work of key assets to be performed by the successful bidder is as follows:
 - The fixed assets include all 33/11 KV Sub- Stations assets, 33KV line network, 11KV line network, LT line

network, HT or LT poles, all classes of installed transformers, feeder/DT metering equipment installed on electricity distribution network and any other class of distribution asset installed at electricity distribution network of the KPDCL.

- Distribution assets will cover all the assets relating to distribution of power such as Power & Distribution transformers, distribution lines including underground lines & cables, conductor, insulator, poles, cross arms, lattice tower, assets related to the consumer connections, Metering Equipment etc.
- Consumer metering related details shall be provided by the KPDCL, no physical verification shall be carried out for such asset class.
- For LT level network, assets such as service line and assets related to the consumer connections except consumer metering shall be assessed on lump-sum basis.
- The civil structures shall include all O&M and Non O&M offices', buildings, auxiliary and ancillary buildings including residential colonies, etc.
- Extent of all land, land accessory to KPDCL's offices and colonies should be identified and the details of area in acreage/ hectares/ square meters etc. as the case may be, and the reference of land records, etc. must be given.
- All movable vehicles include car, trucks, jeeps, dumpers and excavators, etc. to be sub- categorized under heavy and light vehicles categories.
- All items relating to and forming part of Furniture & Fixtures and Office equipment shall be verified and listed under suitable heads.
- All electronic items such as computers and peripherals, Typewriters/ Photocopiers, slide projectors, cameras, fax machine, EPBAX systems etc. should be listed under suitable heads.
- Physical verification of the key Fixed Assets has to be carried out in such a manner that it shall include details of all the asset available with the KPDCL for this purpose any asset class, which is not specified in the above-mentioned assets is deemed to be included in the scope of work.
- Physical verification report in respect of each unit/office under a circle is to be confirmed with counter signature by the competent authority of the

respective units/office at the location and acceptance by the concerned SE of the circle.

- The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets.
- The successful bidder will present the reports as per the template provided in Annexure-I attached to the RFP, or they can use the other advanced template that could serve the purpose of this assignment. The physical verification of key assets shall be in the manner that is to the level of satisfaction of the KPDCL's management.
- Preparation of Fixed Asset Register (FAR): The successful bidder is required to carry out the following tasks related to preparation of fixed assets register:
 - The Fixed Assets Registers of KPDCL shall be prepared for all assets with cut – off date of 30th June, 2022. The FAR shall be duly certified by the firm as well as concerned S.E. of the Circle and A.A.O/AO of the Circle. The successful bidder shall have to reconcile /take on records the FAR with the books of accounts.
 - The above prepared fixed assets registers shall also be updated and reconciled with books of accounts for the next financial years as per the methodology made by bidder.
 - Fixed Assets Record shall be compiled conforming to the requirements of all relevant Acts/Regulations and shall provide complete particulars of the assets giving details with regard to costs with segregation of major cost components, description of assets, quantities, location, sub-division, month & particular of acquisition/ put to use, depreciation and other critical information in relation to conduct and management. Care should be exercised to establish that the record compiled shall be satisfactory in context to the prevailing accounting standard. Assets Registers will be prepared division wise/Circle wise as well as KPDCL as a whole.
 - For LT level network, lump-sum details of the service line and associated consumer connection related accessories/equipment except consumer meter may be entered into the FAR along with its costing.
 - For all other assets, except as stated in preceding bullet – point, year-wise categorization of the assets

shall be maintained with details including asset code, description, quantity and location, based on the physical verification reports as done above and also with the help of available records.

- Year-wise categorization of assets into applicable assets classes, the major asset categories will include Land & Land Rights, Buildings, Other Civil Work, Sub-Stations, Transformers with civil constructions, Other Plant and Machinery, Line & Cable Network, assets related to the consumer connections, Metering Equipment, Vehicles, Furniture & Fixtures, Office Equipment etc. These asset categories should be clearly depicted the Direct Cost, Capitalized Expenditure and Accumulated Depreciation on individual asset basis. Wherever such details/ information are not available with reference to the financial records of the year, the capitalization value will need to be assigned/apportioned based on best available resources.
- The valuation of the land shall be done as per the record available with the Discom or as suggested by the Discom's management.
- Assets sold and leased back though physically exists as part of KPDCL's net assets but are out of books of the company are to be shown distinctly in the fixed asset register with 'nil' value.
- Assets sold on lease to lesser earlier and returned back to KPDCL after expiry of lease period at its residual value, may be shown distinctly as no further depreciation is to be charged on such assets.
- Depreciation shall be computed keeping in view the statutory provisions and shall conform to managements policy prescribed in this regard/Gol Regulation.
- The Voltage wise segregation of fixed assets i.e. classification of fixed assets between the 33KV supply network, 11KV supply network and LT supply network and depreciation thereon as required by JERC in the tariff petition/Regulation, shall also be incorporated in the fixed assets register.
- The fixed asset register will be prepared in a computer based format for which the soft and hard copy will be provided to the KPDCL.

- The fixed asset register shall conform to the requirement of KPDCL. The successful bidder shall advise the KPDCL on the matter of keeping the FAR compliant with the requirement of KPDCL and shall make necessary changes in the methodology, formats, data type, data category etc. after the approval of KPDCL.
 - Fixed Assets Registers so prepared shall be reconciled with the financial records or taken on records such as General Ledger and Balance Sheet. All constraints and limitations shall be exhaustively explained so that management is able to establish satisfactory improvements and controls going forward on sustained basis. The successful bidder shall also suggest the accounting treatment of the difference, if any, between the book value of the assets and the value as per Asset Register and shall be given along with the report as instructed in sample template provided in Annexure-II attached to the RFP. The accounting treatment should be as per the requirement of accounting standards issued by ICAI or other valid accounting principle recognized in India.
 - The Successful bidder shall also suggest the procedure to be followed by the KPDCL for preparation/ updation of Fixed Assets Register and Report of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.
 - For the purpose of monitoring and assessing the progress of the entire project adhering to the given timeline for its completion, a Nodal Officer shall be appointed as Project incharge by the KPDCL. Further, in order to provide required assistance to the successful bidder for completion of the project as committed under this RFP at field level, the concerned Circle Superintending Engineer shall be appointed as circle nodal officers by the KPDCL in timely manner.
- o) Allocation of Responsibilities for successful execution of work:
- Responsibilities of Discom:
 - To form a committee for approval of methodology suggested by the successful bidder for:
 - Determination of historical cost of assets,

Reconciliation or write-off of the value of asset to match the value with books of accounts.

- To verify the Physical Verification Report and Fixed Asset Register, on sample basis, to validate and conform the quantity of asset in the report with the actual quantity in the field.
- To appoint SE of each circle as nodal officer of their circle. The SE shall nominate and depute JE/AE for physical verification of the fixed assets along with the firm's representatives on the request of the firm within 7 days.
- SE shall nominate and depute Account officer/Assistant Account Officer at Circle level for supervising the work of reconciliation of asset book value with that of the FAR.
- To approve the coding scheme for the assets.
- To provide the assets details of Discom Area under Distribution Franchisee

➤ Responsibilities of Successful bidder:

- To physically verify the key fixed assets,
- To prepare Fixed asset register of electrical distribution network in the manner as specified in this bidding document,
- To suggest methodology for determination of historical cost of assets,
- To suggest methodology for reconciliation/ write-off of the assets,
- To prepare formats for updation of FAR and to update the FAR on quarterly and annual basis. The successful bidder shall have to reconcile the updated FAR with the books of accounts,
- To develop coding scheme for the fixed assets,
- To hold meeting at regular intervals with the management of KPDCL. The Meeting shall be attended by Financial Expert and Technical Expert as proposed by the bidder during bid submission,
- To deliver the reports/methodology/scheme etc. in timely manner, as time is the essence of the contract,
- To provide training/support to field officers to update the formats required for updation of FAR in successive years of the contract,
- To compile the fixed assets register, complaint with the RERC requirements, having complete details of

fixed assets categories, historical cost, depreciation and other related information.

4. DELIVERABLE:

The deliverable shall be classified as following:

- a) Methodologies:
 - Methodology for determination of historical cost of the fixed assets,
 - Methodology for reconciliation or write-off of the value of asset to match the value with books of accounts,
 - Scheme for coding of fixed assets,
 - Methodology and formats for updation of fixed asset register.
- b) Draft reports:
 - Physical verification report of key assets for each circle (O&M and non O&M units) and Discom as a whole,
 - Value based Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole,
- c) Final reports
 - Physical verification report for each circle (O&M and non O&M units) and Discom as a whole,
 - Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole.
- d) The successful bidder shall submit an accounting unit wise fixed assets register (including both O&M and Non-O&M units) and a accounting unit wise draft fixed register assets report to KPDCL incorporating inter alia the discrepancies observed during the process of physical verification of fixed key assets and its related reconciliation with the financial records, impairment of assets, if any on the balance sheet date as per sample template provided in Annexure-II attached to the RFP with necessary details of rectification entries to be passed by the accounting unit has to be made out separately.
- e) List of details of all such fixed assets which have been impaired or which are not in usable condition and needs to be written off together with their Asset ID, Description, Book Value, Accumulated Depreciation & WDV as on the reporting date.
- f) The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets.
- g) The successful bidder will present the physical verification reports of key assets as per the Annexure-I attached to the RFP, to the KPDCL's management for their consideration and acceptance.

- h) A discussion on these draft reports will be held by KPDCL with the successful bidder for obtaining management observations/ comments on all observations highlighted in the draft reports.
- i) After obtaining management comments/ observations, the successful bidder will submit the accounting unit wise Physical Verification Report as on the cut-off date and the Year-wise, accounting unit wise Fixed Assets Register. The consolidation of physical verification report and year-wise fixed assets register for KPDCL as a whole will also be provided by the successful bidder after obtaining approval of reports pertaining to all accounting units by the KPDCL management.
- j) Physical verification report and Templates as per Annexure-I of the RFP in respect of each unit/office is to be confirmed with counter signature and acceptance by the competent authority of the respective units/office at the location.
- k) KPDCL shall also require the successful bidder's suggestions for writing off any insignificant value of any fixed asset. The Successful bidder shall also suggest the procedure to be followed by the KPDCL for preparation/ updation of Fixed Assets Register and Physical Verification Report of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.
- l) The successful bidder is required to submit the deliverables in soft copy as well as 5(five) hard copies of each.

5. Location-wise Scope of Work:

The physical verification of key assets is to be carried out at each of the following locations/ offices of KPDCL:

- a) All the offices and assets/undertakings falling under their jurisdiction of Distribution Wing, KPDCL
- b) All the offices and assets/undertakings falling under their jurisdiction of Projects Wing, KPDCL
- c) All the offices and assets/undertakings falling under their jurisdiction of Planning & Procurement Wing, KPDCL

Note: In the event of circle being re-organized, divided, merged or altered in any other possible way, the successful bidder shall not be allowed to claim any additional payment whatsoever in lieu of that. For the purpose of execution of this work, the circles having identified boundaries of jurisdiction as on date of publishing of this Request for Proposal (RFP) shall be considered for completion of milestones and payment thereof.

6. Timelines for deliverable:

a) Timeline

S. No.	Particular	Timeline
1.	Effective start date of the contract	Date of acceptance of LOA (Zero date for the assignment)
2.	Submission of Asset Coding Scheme for Approval of KPDCL	Within 15 days
3.	Submission of methodology for determination of historical cost of the asset along with the accounting treatment for depreciation	Within 15 days
4.	Development of formats for updation of value based FAR	Within 10 days
5.	Providing comments/Approval for <ul style="list-style-type: none"> • Asset Coding Scheme • Methodology for determination of historical cost of the asset along with the accounting treatment for depreciation and • Formats for updation of FAR on half-yearly basis 	Within 15 days
6.	Submission of draft report on physical verification of key assets	Within 45 days
7.	Providing comments/Approval of draft report by KPDCL	Within 20 days
9.	Submission of methodology for reconciliation/ write-off the value of asset	Within 10 days
10.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset	Within 20 days

- b) The successful bidder shall submit the final report within **15 days** of receiving comments from the KPDCL, Liquidated Damages (LD) shall be levied after due date of submission of final report.
- c) It is envisaged that FAR as on 30th June 2022 shall be prepared by the successful bidder and approved by Discom within **30 days**.

PART II

Section 7. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services that will be signed by KPDCL and the successful Bidder.

STANDARD FORM OF CONTRACT

**Consultant's
Services**

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CONTRACT FOR CONSULTANT'S SERVICES

Assignment Title: _____

Contract No. _____

between

KPDCL

and

[Name of the Bidder]

Dated: _____

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[KPDCL]* (hereinafter called the "DISCOM") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[If the Consultant is a Joint Venture i.e. consists of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "DISCOM") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member/ partner of which will be jointly and severally liable to KPDCL for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]*

WHEREAS

- (a) KPDCL has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to KPDCL that it has the required professional skills, expertise and technical resources, has 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 General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts, if applicable

Appendix C: Remuneration Cost Estimates, if applicable

Appendix D: Reimbursable GST Cost Estimates, if applicable

Appendix E Integrity Pact

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General

Conditions of Contract, including amendments thereto [... *Insert reference to amendments...*]; Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices also.

2. The mutual rights and obligations of KPDCL and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) KPDCL shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[KPDCL]*

[Authorized Representative of KPDCL– name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all member/partners shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
 - (b) **“DISCOM”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (c) **“KPDCL’s Personnel”** refers to the staff, labor and other employees (if any) of KPDCL engaged in fulfilling KPDCL’s obligations under the Contract; and any other personnel identified as KPDCL’s Personnel, by a notice from KPDCL to the Consultant.
 - (d) **“Consultant”** means a legally-established professional consulting firm or entity selected by KPDCL to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between KPDCL and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.
 - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (i) **“GCC”** means these General Conditions of Contract.
 - (j) **“Government”** means the government of India, State Government or Local Government, as the context may require.
 - (k) **“Key Expert/Manpower”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services

under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal, if any.

- (l) **“Local Currency”** means the currency Indian Rupee.
- (m) **“Month” shall mean calendar month and include all the working days of the month.**
- (n) **“Non-Key experts”** means an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (o) **“Party”** means KPDCL or the Consultant, as the case may be, and **“Parties”** means both of them.
- (p) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (q) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (r) **“Sub-Consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (s) **“Third Party”** means any person or entity other than the Government, KPDCL, the Consultant or a Sub-Consultant.
- (t) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to KPDCL for the performance of the Contract.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between KPDCL and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract** 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. **Language** 4.1 This Contract has been executed in the language English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. **Headings** 5.1 The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. **Location** 7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as KPDCL may direct or approve.
8. **Authorized Representatives and Authority of Member in Charge of Joint Venture** 8.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by KPDCL or the Consultant may be taken or executed by the officials as specified in the **SCC**.
- 8.2 In case the Consultant is a Joint Venture, the Joint Venture (JV) members/ partners hereby authorize the member/ partner specified in the **SCC, designated as Lead Partner/ Member or Member/ Partner in Charge**, to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Fraud and Corruption

9.1 KPDCL requires compliance with the Anti-Corruption Laws/ Guidelines of the Government/ its instrumentalities/ KPDCL. Further, the provisions of the Integrity Pact - Attachment 1 to these General Conditions shall also be applicable.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

10. Effectiveness of Contract and Contract Performance Guarantee

10.1 This Contract shall come into force and effect on the date (the "Effective Date") of signing of Contract or of KPDCL's notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.

10.2 The Consultant shall furnish Contract Performance Guarantee (CPG) for an amount and in the form specified in **SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The Consultant shall ensure that the CPG shall initially be valid and enforceable upto and including 180 days after the date of Expiration of the Contract as per GCC 13.1. The Consultant shall extend the validity of the CPG from time to time correspondingly if date of Expiration of the Contract is extended and beyond, if so required, till 90 days after the anticipated date that the Services under the Contract will be completed and any defects/ shortcoming remedied.

10.2.1 The CPG shall be unconditional and irrevocable. KPDCL shall return the CPG to the Consultant within 21 days after issue of a certificate by KPDCL confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.

10.2.2 In case the contract is terminated under GCC 18.1, CPG shall be forfeited in full.

10.2.3 In such an event, if for the balance scope of Services, RFP is issued afresh by KPDCL, the Consultant shall not be eligible to participate in the bidding against such RFP.

10.3 Furnishing of CPG and its acceptance by KPDCL shall be a condition precedent for release of any payment due under the Contract.

1. **Termination of Contract for Failure to Become Effective**
 - 11.1 If this Contract has not become effective within such time period specified in GCC 10.1 hereof, KPDCL may, by not less than twenty-one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, Consultant shall not have any claim against KPDCL with respect hereto.
2. **Commencement of Services**
 - 12.1 The Consultant shall confirm and begin carrying out the Services not later than 7 (seven) days after the Effective Date specified in GCC 10.1.
3. **Expiration of Contract**
 - 13.1 Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
4. **Entire Agreement**
 - 14.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
5. **Modifications or Variations**
 - 15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services including increase/ decrease in man-days/ man-month/ number requirement of Experts, if any, may only be made in writing.
6. **Force Majeure**
 - a. **Definition**
 - 16.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
 - 16.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at

the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

16.1.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar 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, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

16.1.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.1.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.1.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

16.1.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by KPDCL, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by KPDCL, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

16.1.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 52 & 53.

7. Suspension

17.1 KPDCL may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the

Consultant fails to perform any of its obligations under this 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

- 8. Termination**
- 18.1 This Contract may be terminated by either Party as per provisions set up below:
- a. By KPDCL**
- 18.1.1 KPDCL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence KPDCL shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 53;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If KPDCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Consultant fails to deploy required Key Experts, if any, or fails to commence Services as required in Clause GCC 12.
- 18.1.2 if the Consultant, in the judgment of KPDCL has engaged in Fraud and Corruption, as defined in paragraph 2 of the Attachement 1 to the GCC, in competing for or in executing the

Contract, then KPDCL may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to KPDCL, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.
- (a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than one hundred twenty (120) calendar days.
- (b) If KPDCL fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 53 unless challenged by KPDCL in an appropriate forum/ Court.
- c. Cessation of Rights and Obligations**
- 18.1.4 Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, and (iii) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, the 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. With respect to documents prepared by the Consultant and equipment and materials furnished by KPDCL, the Consultant shall proceed as provided, respectively, by Clauses GCC 26 or GCC 27.
- e. Payment upon Termination**
- 18.1.6 Upon termination of this Contract, KPDCL shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 46.1;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any

reasonable cost incidental to the prompt and orderly termination of this Contract.

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

19.1.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to KPDCL, and shall at all times support and safeguard KPDCL's legitimate interests in any dealings with the third parties.

19.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Services, failing which Consultant shall be liable to pay damages as mentioned in SCC.

19.1.3 The Consultant may subcontract part of the Services to an extent and with such Experts and Sub-Consultants as may be approved in advance by KPDCL. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

19.1.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.

19.1.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in India when as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

20 Conflict of Interest

20.1 The Consultant shall hold KPDCL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 20.1.1 The payment of the Consultant pursuant to GCC (Clauses GCC 44 through 49) shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 20.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising KPDCL on the procurement of goods, works or services, the Consultant shall comply with KPDCL's advice given in writing in the matter, and shall at all times exercise such responsibility in the best interest of KPDCL. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of KPDCL.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 20.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities**
- 20.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 20.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their KPDCL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 21. Confidentiality**
- 21.1 Except with the prior written consent of KPDCL, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make

public recommendations formulated in the course of, or as a result of, the Services.

22. **Liability of the Consultant** 22.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
23. **Insurance to be taken out by the Consultant** 23.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by KPDCL, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at KPDCL's request, shall provide evidence to KPDCL showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
24. **Maintaining Accounts and Records** 24.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with the Nodal Agency, PIA and KPDCL in any eventuality of requirement of such accounts and records.
25. **Reporting Obligations** 25.1 The Consultant shall submit to KPDCL the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
26. **Proprietary Rights of KPDCL in Reports and Records** 26.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for KPDCL in the course of the Services shall be confidential and become and remain the absolute property of KPDCL. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to KPDCL, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of KPDCL.

26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain KPDCL's prior written approval to such agreements, and KPDCL shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

27. Equipment, Vehicles and Materials

27.1 Equipment, vehicles and materials, if any, made available to the Consultant by KPDCL, or purchased by the Consultant wholly or partly with funds provided by KPDCL, shall be the property of KPDCL and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to KPDCL an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with KPDCL's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by KPDCL in writing, shall insure them at the expense of KPDCL in an amount equal to their full replacement value.

27.2 Any equipment or materials brought by the Consultant or its Experts into India for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

28. Code of Conduct

28.1 The Consultant shall have a Code of Conduct for the Experts.

28.2 The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviour that are prohibited, and understands the consequences of engaging in such prohibited behaviour.

28.3 These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

29. Forced Labour

29.1 The Consultant, including its Sub Consultants, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

29.2 No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

30. Child Labour

30.1 The Consultant, including its Sub Consultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

30.2 The Consultant, including its Sub Consultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

30.3 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

31. Non-Discrimination and Equal Opportunity

31.1 The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion,

termination of employment or retirement, and disciplinary practices.

31.2 Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 30).

32. Training of Experts

32.1 The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

33. Description of Key Experts

- 33.1 The title, agreed job description and minimum qualification to carry out the Services of each of the Consultant's Experts are described in **Appendix B**.
- 33.2 If required to comply with the provisions of Clause GCC 19a, and depending on requirement of KPDCL as per emerging need, KPDCL reserves the right to increase / decrease the ~~man-days/ man-months/~~ number of the Experts to be deployed under the Contract within the variation limit specified in **SCC** or require additional Experts to be deployed in areas of expertise other than those specified in **Section 6. Terms of Reference**.
- 33.3 The Consultant shall make the deployment accordingly at the same remuneration as is payable to the Key Expert at the corresponding level as per Contract. In case, to meet the need or the requirement, additional Key Expert i.e, different from and over and above the Key Experts deployed pursuant to the Contract, is required to be deployed, the approval and the remuneration for the additional Key Expert shall be as per GCC 35.
- 33.4 Accordingly, adjustments with respect to the ~~estimated time-input/~~ number of Key Experts set forth in **Appendix B** will be made, provided (i) that such adjustments shall not alter the original ~~time input estimates for any individual/~~ number of Key-Experts, by more than the variation limit specified in GCC 33.2; and (ii) that the aggregate of such adjustments shall not

cause payments under this Contract to exceed the ceilings set forth in Clause GCC 45.2.

33.5 In cases beyond the provisions of Clause GCC 33.4 or if additional work is required beyond the scope of the Services specified in **Appendix A**, ~~the estimated time input for the Key Experts/~~ number of Key Experts may be increased or additional Key Experts in different areas of expertise may be deployed by the Consultant by agreement in writing between KPDCL and the Consultant.

33.6 In case where payments under this Contract exceed the ceilings set forth in Clause GCC 45.2, the Parties shall sign a Contract amendment. In all other cases KPDCL's confirmation of the increase in writing shall be deemed to form a part of the Contract.

34. Replacement of Key Experts

34.1 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, ~~and at the same rate of remuneration.~~ The replacement will be considered to have equivalent or better qualifications and experience only if on applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for that category of Key Expert, the replacement secures technical evaluation score equal to or better than that of the original Key Expert named in the Contract.

~~34.2 In case the replacement secures technical evaluation score less than that of the original Key Expert named in the Contract, KPDCL may agree to the change provided the Consultant provides a written adequate justification and evidence satisfactory to KPDCL and the replacement is acceptable to KPDCL. However, in such a case the remuneration payable to the replacement shall stand reduced in the same proportion as the technical score secured by the replacement is with respect to the technical score secured by the original Key Expert named in the Contract.~~

35. Approval of Additional Key Experts

35.1 During the course of the Contract, KPDCL reserves the right to increase / decrease the ~~man-days/ man-months/~~ number of the Key Experts to be deployed under the Contract or require additional Key Experts to be deployed in areas of

expertise other than those specified in the Contract, as per the emerging need, as per GCC 33.2 above.

~~35.2 Accordingly, if during execution of the Contract, additional Key Experts are required to carry out the Services, upon communication of the same by KPDCL in writing, the Consultant shall submit to KPDCL for review and approval a copy of their Curricula Vitae (CVs). The CV of the additional Key Expert will be evaluated applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for the Key Expert at similar level for other position specified in the Contract which require similar qualifications and experience. The additional Key Expert shall be considered to have equivalent or better qualifications and experience only if, on applying the said evaluation criteria and sub-criteria and point system as applicable, the additional Key Expert secures technical evaluation score equal to or better than that of the Key Expert at similar level for other positions specified in the Contract.~~

~~35.3 In case the additional Key Expert is considered to have equivalent or better qualifications and experience as per GCC 35.2 above, the rate of remuneration payable to such new additional Key Experts shall be same as the rates for other Key Experts at similar level for other positions specified in the Contract. In case there are more than one Key Experts at similar level for other positions specified in the Contract with different remunerations, the lower of the remunerations shall be payable to the additional Key Expert.~~

~~35.4 In case the additional Key Expert secures technical evaluation score less than that of the Key Expert at similar level for other positions specified in the Contract, KPDCL may agree to the change provided the additional Key Expert is acceptable to KPDCL. However, in such a case the remuneration payable to the additional Key Expert shall stand reduced in the same proportion as the technical score secured by the additional Key Expert is with respect to the technical score secured by the Key Expert at similar level for other positions specified in the Contract.~~

36. Removal of Experts or Sub-Consultants

- 36.1 If KPDCL finds that any of the Experts or Sub-Consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;

- (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct;
- (f) is not performing his duties as per the requirement of Contract

the Consultant shall, at KPDCL's written request, provide a replacement.

- 36.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by KPDCL to be incompetent or incapable in discharging assigned duties, KPDCL, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to KPDCL and subject to Clause GCC 34.
- 36.4 Notwithstanding any requirement from KPDCL to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (f) above.

**37. Replacement/
Removal of
Experts –
Impact on
Payments**

- ~~37.1 Except as KPDCL may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed and shall be subject to Clause GCC 34.~~

**38. Working
Hours,
Overtime,
Leave, etc.**

- ~~38.1 Working hours and holidays for Experts shall be as applicable for KPDCL. However, KPDCL reserves the right to require the presence and services of any one or more of the Key Experts during the said working hours/ holidays.~~
- ~~38.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.~~
- 38.3 Any taking of leave by Experts shall be subject to permission of KPDCL and the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the

~~progress and or impact adequate supervision of the Services.~~

E. OBLIGATIONS OF KPDCL

- 39. Assistance and Exemptions**
- 39.1 Unless otherwise specified in the **SCC**, KPDCL shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Issue to officials, if required, all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (c) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
- 40. Access to Project Site**
- 40.1 KPDCL warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. KPDCL will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-Consultants or the Experts of either of them.
- 41. Change in the Applicable Law Related to Taxes and Duties**
- 41.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties (mere change in rates of taxes, duties and levies or nomenclature thereof, or such other similar changes, shall not be construed as change in applicable law) which increases or decreases the cost incurred by the Consultant in performing the Services, then the payment and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 45.2
- 42. Services, Facilities and Property of KPDCL**
- 42.1 KPDCL shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the

Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

42.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 43.

43. Counterpart Personnel

43.1 KPDCL shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by KPDCL with the Consultant's advice, if specified in **Appendix A**.

43.2 If counterpart personnel are not provided by KPDCL to the Consultant as and when specified in **Appendix A**, KPDCL and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by KPDCL to the Consultant as a result thereof.

43.3 Professional and support counterpart personnel, excluding KPDCL's liaison personnel, shall work together with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and KPDCL shall not unreasonably refuse to act upon such request.

44. Payment Obligation

44.1 In consideration of the Services performed by the Consultant under this Contract, KPDCL shall make such payments to the Consultant and in such manner as is provided by GCC F below.

44.2 Furnishing of CPG as per GCC 10.2 shall be a condition precedent for release of any payment due under the Contract.

F. PAYMENTS TO THE CONSULTANT

45 Ceiling Amount

This shall be based on agreed Contract Price in executing the assignment. An estimate of the cost of the Services is set forth in **Appendix C** and **Appendix D** (GST Payable/ Reimbursable by KPDCL).

45.1 Payments under this Contract shall not exceed the ceilings in Indian Rupee specified in the **SCC**.

45.2 For any payments in excess of the specified ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

46. Contract Price and Reimbursable Expenses

46.1 KPDCL shall pay to the Consultant expenses that are actually and reasonably incurred by the Consultant in the performance of the Services in accordance with the Contract but limited to the amount reimbursable as specified in **SCC**.

46.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

46.3 Unless the **SCC** provides for the price adjustment of the Contract Price, the Contract price shall be fixed for the duration of the Contract.

46.4 The Contract price is inclusive of all costs and interalia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non-Key Experts, if any, as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Expert, if any, (iii) the Consultant's profit, (iv) all taxes, duties and levies whatsoever except those reimbursable/ payable by KPDCL as per GCC 47.2, and (iv) any other items as may be applicable but excluding reimbursable expenses reimbursable as per GCC 46.1.

47. Taxes and Duties

- 47.1 The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 47.2 As an exception to the above and as stated in the **SCC**, only GST applicable in India on the Services provided by the Consultant are reimbursable to the Consultant or are payable by KPDCL on behalf of the Consultant.

48. Currency of Payment

- 48.1 Any payment under this Contract shall be made in Indian Rupee.

49. Mode of Billing and Payment

- 49.1 Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. No advance shall be made against this Contract
 - (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the completion of work, the Consultant shall submit to KPDCL, in duplicate, itemized invoices, accompanied by appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for completed works along with the deliverables. Each invoice shall show the basic price and GST expenses separately. The reimbursable/ payable taxes and duties as per Clause GCC 46 shall be paid/ reimbursed with the corresponding invoice.
 - (c) KPDCL shall make payment to the Consultant as per invoice, as per below milestone achievements, within thirty (30) days after receipt by KPDCL of such itemized invoices with supporting documents.
 - i. 60% payment shall be released on submission of Draft Report by Consultant and acceptance of same by KPDCL
 - ii. 30% payment shall be released on submission of Final Report by Consultant and acceptance of same by KPDCL
 - iii. 10% payment shall be released after expiry of two (02) months of completion period.
 - (d) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

- (e) With the exception of the payment made above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

50 Prompt Payment

- 50.1 KPDCL shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

G. FAIRNESS AND GOOD FAITH

51 Good Faith

- 51.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

52 Amicable Settlement

- 52.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 52.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53 shall apply.

53 Dispute Resolution

- 53.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to conciliation/adjudication/arbitration in accordance with the provisions specified in the SCC. However, in case of any dispute among CPSEs & Govt Departments, it may be settled as per DPE Guideline on Resolution of Dispute, dated: 21.02.2020.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 & 6.2	<p>The addresses for communications are KPDCL: Office of Chief Engineer, Distribution Wing, KPDCL. Exhibition Ground, Opposite High Court, Jehangir Chowk, Srinagar, J&K-190001</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted): <u>ce.mre.kash@gmail.com</u>; <u>mdkpdcl@gmail.com</u></p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>The Authorized Representatives are:</p> <p>For KPDCL: <i>Er.Javed Yusuf Dar, Chief Engineer, Distribution Wing, KPDCL, Srinagar</i></p> <p>For the Consultant:<i>[name, title]</i> _____</p>
8.2	N/A
10.2	<p>The Consultant shall furnish CPG @3% of Contract Value as per Clause GCC 45. The CPG shall be in the form of CDR/FDR or Bank Guarantee in the format as per Attachment -1. The CDR/FDR/Bank Guarantee towards CPG shall be unconditional and irrevocable.</p> <p>The CDR/FDR/Bank Guarantee shall be encashed in case of forfeiture of CPG.</p>
13.1	<p>Expiration of Contract:</p> <p>The time period under the Contract shall be six (06) months from the date of signing of the Contract.</p>

19.1.2	For delay in providing the services as mandated under the Contract, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of estimated cost of services for each day of delay. Maximum liquidated damages shall be limited to 10% of total project value.
22.1	<p>The following limitation of the Consultant's Liability towards KPDCL will be applicable:</p> <p>Limitation of the Consultant's Liability towards KPDCL:</p> <ul style="list-style-type: none"> a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to KPDCL's property, shall not be liable to KPDCL: <ul style="list-style-type: none"> i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds the total value of the Contract; b) This limitation of liability shall not <ul style="list-style-type: none"> i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.
23.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract; b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Experts or Sub-Consultants, as per the Applicable Law; c) Third Party liability insurance, with a minimum coverage as per the Applicable Law;

	<p>d) Employer's liability and workers' compensation insurance in respect of the experts and Sub- Consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
26.1 & 26.2	The Consultant shall not use the documents and software created or generated in providing the Services under the Contract, for purposes unrelated to this Contract without the prior written approval of KPDCL.
45.1	<p>The ceiling amount in Indian Rupee is: _____ <i>[insert amount and currency]</i> inclusive of local taxes and duties except GST as applicable in India chargeable in respect of the Services provided by the Consultant under the Contract, which is payable/ reimbursable by KPDCL as per GCC 47.1 & 47.2.</p> <p>The estimated amount of such GST is _____ <i>[insert the amount as finalized at the Contract discussions on the basis of the estimates provided by the Bidder in Form FIN-2 of the Bidder's Financial Proposal.]</i></p> <p>For removal of doubt, it is clarified that the amounts indicated above shall be based on agreed upon Contract Price in executing the assignment, and does not include the amount reimbursable, if any, towards travel expenses including boarding and lodging as per GCC 46.1 and the amount on account of price adjustment, if any, as per GCC 46.3</p>
46.1	The total amount payable to the Consultant shall be the consultancy fee quoted by the Consultant and agreed upon during Contract Agreement and no further expenses beyond that shall be reimbursable/paid to the Consultant
46.3	Prices/Consultancy fee quoted by the Consultant and agreed upon during Contract Agreement shall remain "FIRM" during the entire Contract period and no price variation shall be allowed.
47.1 & 47.2	Only GST applicable in India, on the consulting services provided by the Consultant to KPDCL under the Contract shall be paid/ reimbursed by KPDCL against requisite documents as per actuals.

	Other than the GST, as stated above, no reimbursement/ payment of any other taxes, duties or levies will be done by KPDCL under any circumstances.
49.1(a)	No advance payment under the Contract shall be made by KPDCL to the Consultant.
49. 1(d)	The account is: <i>[insert account].</i>
53. 1	<ol style="list-style-type: none"> 1. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law. 2. In any arbitration proceeding hereunder: <ol style="list-style-type: none"> a) proceedings shall be held in Srinagar, Jammu and Kashmir, India which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties. b) English language shall be the official language for all purposes; and c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India as per the Applicable Law

ATTACHMENT -1 TO SCC**FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)***[Refer Clause GCC 10.2]***The Chief Engineer (Distribution)**

Kashmir Power Distribution Corporation Ltd.,
Exhibition Ground, Opposite High Court Jehangir Chowk,
Srinagar, J&K 190001, India

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of KPDCL having its office at _____ (hereinafter referred to as "KPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Notification of Award No. _____ dated _____ with/on M/s _____ *[name of Bidder or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter referred to as "The Supplier/Bidder" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the Supplier/ Bidder in favor of KPDCL is in respect of the Contract/agreement dated _____.

WHEREAS the Supplier/Bidder having unequivocally accepted to render the services as per terms and conditions given in the Agreement dated _____ /Notification of Award No. _____ dated _____ and KPDCL having agreed that the Supplier/Bidder shall furnish to KPDCL a Contract Performance Security for the faithful performance of the entire contract, of the value of the Purchase Order i.e. for Rs. _____.

We, _____ ("The Bank") which shall include Our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier/Bidder) in cover of Contract Performance Security in accordance with the terms and conditions of the Agreement/Purchase Order. Hereby, we undertake to pay upto but not exceeding Rs. _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier/Bidder having failed to perform the Agreement and despite any contestation on the part of above named supplier/bidder without any demure, reservation, contest, recourse or protest and/or without any reference to the supplier/bidder. Any such demand made by KPDCL on the Bank shall be conclusive and binding notwithstanding any difference between KPDCL and Supplier/Bidder or any dispute pending

before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of KPDCL and further agrees that the guarantee herein contained shall continue to be enforceable till KPDCL discharges this guarantee.

KPDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Supplier/Bidder. KPDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier/Bidder, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between KPDCL and the Supplier/Bidder or any other course of or remedy or security available to KPDCL. The Bank shall not be released of its obligations under these presents by any exercise by KPDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of KPDCL or any other indulgence shown by KPDCL or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that KPDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier/Bidder and notwithstanding any security or other guarantee that KPDCL may have in relation to the Supplier's/Bidder's liabilities.

This Letter of Guarantee will expire on _____ plus 180 days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
- b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 180 days all the rights of KPDCL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
- c) BG confirmation can also be sought by sending email to _____ (Bank Official email id)

Authorized Signatory
Seal of Bank

Appendices

APPENDIX A – TERMS OF REFERENCE

1. Duration of the engagement under the Contract/Completion Period

The engagement of the Bidder/Completion Period under the Contract shall be six (06) months from the date of signing of the Contract.

2. Scope of Services

The broad scope of work for the Asset Valuer is to carry out the valuation of all assets of the DISCOM on "as is where is basis" for the purpose of existing business operations. In estimating the market value for the above assets, the Valuer shall:

- a) Clearly identify, describe and list all properties and assets, including intangibles such as Trademark, title to property rights, being valued, as provided by the Company. Valuation of Intangibles is to be given/ indicated separately.
- b) Exercise due diligence and take full and comprehensive view of relevant data while making separate valuation of each and every distinct asset, and review of the location, site plans, Plant & Machinery and due diligence on approvals from various regulatory authorities as applicable, lay outs, review of physical encumbrances, if any, etc.
- c) Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property with proper justification in support of the best possible value assessment of the company and process followed as per the government guidelines.
- d) Make valuation of the property by anyone or a combination of the following methods:
 - (iii) Comparison Method;
 - (iv) Income Capitalisation;
 - (iii) Discounted Cash Flow;
 - (vii) Cost Approach method;
 - (viii) Replacement valuation; or
 - (ix) Any other generally accepted valuation methods .
- e) Suitably provide the justification along with the underlying assumptions for adopting the particular method of valuation.
- f) State clearly any limiting conditions with supporting empirical data that may alter opinions and conclusions or influence valuation.

- g) Provide sufficient information in the Report to enable the reader to fully understand it, place reliance on the supporting data, reasoning, analyses and conclusions underlying Asset Valuer's findings, opinions and conclusions indicating implication on final valuation of enterprise value in quality and quantity both.
- h) Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
- i) The Valuer will be responsible for making a draft report and making detailed presentations on the subject matter as may be required by the Discom. Post presentation, the Valuer, shall, if required, incorporate the suggestions, as may be requested by the Discom or provide for any other additional clarification that may be required. The final deliverable shall be the final Valuation Report, incorporating the changes/modifications as may be suggested.
- j) The Valuer shall sign an agreement with the DISCOM to keep and provide, all data, information and the Valuation Report, during and after valuation as includes.
- Adopted approach & methodology.
 - Analytic professional assessment including relevant considerations taken into account in valuation of assets.
 - Annexures including Value of the fixed assets covering land, building, plant and machinery, other fixed assets and intangibles such as property rights embodied in TRADEMARK along with their details illustrated as under:
 - (i) Land - Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.
 - (ii) Building - Specifications, conditions, computation of fair value (Such as details) regarding current costs and depreciation.
 - (iii) Plant and machinery - Specification, conditions, computation of value (Such as details regarding current costs, depreciation for past usage, scrap value factoring into the obsolescence in technology, etc.).
 - (iv) Other Assets- Including projects under construction.
 - (v) Other Fixed Assets - Specifications, conditions, depreciation.

- (vi) Any other matter, which the Valuer in their own professional judgment consider worth indicating. Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer, certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
- k) Prepare and compile voltage – wise fixed asset registers and depreciation registers.
- The value based asset registers shall be prepared with cut – off date as 30.06.2022, for each accounting unit as well as for KPDCL as a whole, to the satisfaction of the KPDCL.
 - All assets shall have details of the year of installation/ commissioning and other parameters so that year wise asset register can be prepared with ease.
- l) Determination of historical cost of assets:
- Prepare a plausible methodology to determine the historical cost of the fixed assets if required.
 - Compile and assess the value of asset through approved methodology.
- m) Development of methodology and updation of fixed asset register (FAR):
- Develop offline formats, suitable to update the fixed asset register on continuous basis and methodology to duly reconcile it with the books of accounts of KPDCL.
 - Provide hand-holding support to officers of the KPDCL in familiarizing with the procedure to update the Fixed Asset Register using the format so developed. The successful bidder shall ensure the complete knowledge-transfer necessary for updating of FAR by Discom employees in subsequent years post completion of this assignment.
- n) Details of work to be performed.
- Physical Verification of key Assets: The details of assets and the manner in which physical verification work of key assets to be performed by the successful bidder is as follows:

- The fixed assets include all 33/11 KV Sub- Stations assets, 33KV line network, 11KV line network, LT line network, HT or LT poles, all classes of installed transformers, feeder/DT metering equipment installed on electricity distribution network and any other class of distribution asset installed at electricity distribution network of the KPDCL.
- Distribution assets will cover all the assets relating to distribution of power such as Power & Distribution transformers, distribution lines including underground lines & cables, conductor, insulator, poles, cross arms, lattice tower, assets related to the consumer connections, Metering Equipment etc.
- Consumer metering related details shall be provided by the KPDCL, no physical verification shall be carried out for such asset class.
- For LT level network, assets such as service line and assets related to the consumer connections except consumer metering shall be assessed on lump-sum basis.
- The civil structures shall include all O&M and Non O&M offices', buildings, auxiliary and ancillary buildings including residential colonies, etc.
- Extent of all land, land accessory to KPDCL's offices and colonies should be identified and the details of area in acreage/ hectares/ square meters etc. as the case may be, and the reference of land records, etc. must be given.
- All movable vehicles include car, trucks, jeeps, dumpers and excavators, etc. to be sub- categorized under heavy and light vehicles categories.
- All items relating to and forming part of Furniture & Fixtures and Office equipment shall be verified and listed under suitable heads.
- All electronic items such as computers and peripherals, Typewriters/ Photocopiers, slide projectors, cameras, fax machine, EPBAX systems etc. should be listed under suitable heads.
- Physical verification of the key Fixed Assets has to be carried out in such a manner that it shall include details of all the asset available with the KPDCL for this purpose any asset class, which is not specified in the above-mentioned assets is deemed to be included in the scope of work.

- Physical verification report in respect of each unit/office under a circle is to be confirmed with counter signature by the competent authority of the respective units/office at the location and acceptance by the concerned SE of the circle.
- The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets.
- The successful bidder will present the reports as per the template provided in Annexure-I attached to the RFP, or they can use the other advanced template that could serve the purpose of this assignment. The physical verification of key assets shall be in the manner that is to the level of satisfaction of the KPDCL's management.
- Preparation of Fixed Asset Register (FAR): The successful bidder is required to carry out the following tasks related to preparation of fixed assets register:
 - The Fixed Assets Registers of KPDCL shall be prepared for all assets with cut – off date of 30th June, 2022. The FAR shall be duly certified by the firm as well as concerned S.E. of the Circle and A.A.O/AO of the Circle. The successful bidder shall have to reconcile /take on records the FAR with the books of accounts.
 - The above prepared fixed assets registers shall also be updated and reconciled with books of accounts for the next financial years as per the methodology made by bidder.
 - Fixed Assets Record shall be compiled conforming to the requirements of all relevant Acts/Regulations and shall provide complete particulars of the assets giving details with regard to costs with segregation of major cost components, description of assets, quantities, location, sub-division, month & particular of acquisition/ put to use, depreciation and other critical information in relation to conduct and management. Care should be exercised to establish that the record compiled shall be satisfactory in context to the prevailing accounting standard. Assets Registers will be prepared division wise/Circle wise as well as KPDCL as a whole.
 - For LT level network, lump-sum details of the service line and associated consumer connection related

- accessories/equipment except consumer meter may be entered into the FAR along with its costing.
- For all other assets, except as stated in preceding bullet – point, year-wise categorization of the assets shall be maintained with details including asset code, description, quantity and location, based on the physical verification reports as done above and also with the help of available records.
 - Year-wise categorization of assets into applicable assets classes, the major asset categories will include Land & Land Rights, Buildings, Other Civil Work, Sub-Station, Transformers with civil constructions, Other Plant and Machinery, Line & Cable Network, assets related to the consumer connections, Metering Equipment, Vehicles, Furniture & Fixtures, Office Equipment etc. These asset categories should be clearly depicted the Direct Cost, Capitalized Expenditure and Accumulated Depreciation on individual asset basis. Wherever such details/ information are not available with reference to the financial records of the year, the capitalization value will need to be assigned/apportioned based on best available resources.
 - The valuation of the land shall be done as per the record available with the Discom or as suggested by the Discom's management.
 - Assets sold and leased back though physically exists as part of KPDCL's net assets but are out of books of the company are to be shown distinctly in the fixed asset register with 'nil' value.
 - Assets sold on lease to lesser earlier and returned back to KPDCL after expiry of lease period at its residual value, may be shown distinctly as no further depreciation is to be charged on such assets.
 - Depreciation shall be computed keeping in view the statutory provisions and shall conform to managements policy prescribed in this regard/Gol Regulation.
 - The Voltage wise segregation of fixed assets i.e. classification of fixed assets between the 33KV supply network, 11KV supply network and LT supply network and depreciation thereon as required by JERC in the tariff petition/Regulation, shall also be incorporated in the fixed assets register.

- The fixed asset register will be prepared in a computer based format for which the soft and hard copy will be provided to the KPDCL.
 - The fixed asset register shall conform to the requirement of KPDCL. The successful bidder shall advise the KPDCL on the matter of keeping the FAR compliant with the requirement of KPDCL and shall make necessary changes in the methodology, formats, data type, data category etc. after the approval of KPDCL.
 - Fixed Assets Registers so prepared shall be reconciled with the financial records or taken on records such as General Ledger and Balance Sheet. All constraints and limitations shall be exhaustively explained so that management is able to establish satisfactory improvements and controls going forward on sustained basis. The successful bidder shall also suggest the accounting treatment of the difference, if any, between the book value of the assets and the value as per Asset Register and shall be given along with the report as instructed in sample template provided in Annexure-II attached to the RFP. The accounting treatment should be as per the requirement of accounting standards issued by ICAI or other valid accounting principle recognized in India.
 - The Successful bidder shall also suggest the procedure to be followed by the KPDCL for preparation/ updation of Fixed Assets Register and Report of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.
 - For the purpose of monitoring and assessing the progress of the entire project adhering to the given timeline for its completion, a Nodal Officer shall be appointed as Project incharge by the KPDCL. Further, in order to provide required assistance to the successful bidder for completion of the project as committed under this RFP at field level, the concerned Circle Superintending Engineer shall be appointed as circle nodal officers by the KPDCL in timely manner.
- o) Allocation of Responsibilities for successful execution of work:
- Responsibilities of Discom:
 - To form a committee for approval of methodology suggested by the successful bidder for:

Determination of historical cost of assets,
Reconciliation or write-off of the value of
asset to match the value with books of
accounts.

- To verify the Physical Verification Report and Fixed Asset Register, on sample basis, to validate and conform the quantity of asset in the report with the actual quantity in the field.
- To appoint SE of each circle as nodal officer of their circle. The SE shall nominate and depute JE/AE for physical verification of the fixed assets along with the firm's representatives on the request of the firm within 7 days.
- SE shall nominate and depute Account officer/Assistant Account Officer at Circle level for supervising the work of reconciliation of asset book value with that of the FAR.
- To approve the coding scheme for the assets.
- To provide the assets details of Discom Area under Distribution Franchisee

➤ Responsibilities of Successful bidder:

- To physically verify the key fixed assets,
- To prepare Fixed asset register of electrical distribution network in the manner as specified in this bidding document,
- To suggest methodology for determination of historical cost of assets,
- To suggest methodology for reconciliation/ write-off of the assets,
- To prepare formats for updation of FAR and to update the FAR on quarterly and annual basis. The successful bidder shall have to reconcile the updated FAR with the books of accounts,
- To develop coding scheme for the fixed assets,
- To hold meeting at regular intervals with the management of KPDCL. The Meeting shall be attended by Financial Expert and Technical Expert as proposed by the bidder during bid submission,
- To deliver the reports/methodology/scheme etc. in timely manner, as time is the essence of the contract,
- To provide training/support to field officers to update the formats required for updation of FAR in successive years of the contract,

- To compile the fixed assets register, compliant with the RERC requirements, having complete details of fixed assets categories, historical cost, depreciation and other related information.

3. DELIVERABLE:

The deliverable shall be classified as following:

- a) Methodologies:
 - Methodology for determination of historical cost of the fixed assets,
 - Methodology for reconciliation or write-off of the value of asset to match the value with books of accounts,
 - Scheme for coding of fixed assets,
 - Methodology and formats for updation of fixed asset register.
- b) Draft reports:
 - Physical verification report of key assets for each circle (O&M and non O&M units) and Discom as a whole,
 - Value based Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole,
- c) Final reports
 - Physical verification report for each circle (O&M and non O&M units) and Discom as a whole,
 - Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole.
- d) The successful bidder shall submit an accounting unit wise fixed assets register (including both O&M and Non-O&M units) and a accounting unit wise draft fixed register assets report to KPDCL incorporating inter alia the discrepancies observed during the process of physical verification of fixed key assets and its related reconciliation with the financial records, impairment of assets, if any on the balance sheet date as per sample template provided in Annexure-II attached to the RFP with necessary details of rectification entries to be passed by the accounting unit has to be made out separately.
- e) List of details of all such fixed assets which have been impaired or which are not in usable condition and needs to be written off together with their Asset ID, Description, Book Value, Accumulated Depreciation & WDV as on the reporting date.
- f) The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets.
- g) The successful bidder will present the physical verification reports

- of key assets as per the Annexure-I attached to the RFP, to the KPDCL's management for their consideration and acceptance.
- h) A discussion on these draft reports will be held by KPDCL with the successful bidder for obtaining management observations/ comments on all observations highlighted in the draft reports.
 - i) After obtaining management comments/ observations, the successful bidder will submit the accounting unit wise Physical Verification Report as on the cut-off date and the Year-wise, accounting unit wise Fixed Assets Register. The consolidation of physical verification report and year-wise fixed assets register for KPDCL as a whole will also be provided by the successful bidder after obtaining approval of reports pertaining to all accounting units by the KPDCL management.
 - j) Physical verification report and Templates as per Annexure-I of the RFP in respect of each unit/office is to be confirmed with counter signature and acceptance by the competent authority of the respective units/office at the location.
 - k) KPDCL shall also require the successful bidder's suggestions for writing off any insignificant value of any fixed asset. The Successful bidder shall also suggest the procedure to be followed by the KPDCL for preparation/ updation of Fixed Assets Register and Physical Verification Report of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.
 - l) The successful bidder is required to submit the deliverables in soft copy as well as 5(five) hard copies of each.

4. Location-wise Scope of Work:

The physical verification of key assets is to be carried out at each of the following locations/ offices of KPDCL:

- a) All the offices and assets/undertakings falling under their jurisdiction of Distribution Wing, KPDCL
- b) All the offices and assets/undertakings falling under their jurisdiction of Projects Wing, KPDCL
- c) All the offices and assets/undertakings falling under their jurisdiction of Planning & Procurement Wing, KPDCL

Note: In the event of circle being re-organized, divided, merged or altered in any other possible way, the successful bidder shall not be allowed to claim any additional payment whatsoever in lieu of that. For the purpose of execution of this work, the circles having identified boundaries of jurisdiction as on date of publishing of this Request for Proposal (RFP) shall be considered for completion of milestones and payment thereof.

5. Timelines for deliverable:

a) Timeline

S. No.	Particular	Timeline
1.	Effective start date of the contract	Date of acceptance of LOA (Zero date for the assignment)
2.	Submission of Asset Coding Scheme for Approval of KPDCL	Within 15 days
3.	Submission of methodology for determination of historical cost of the asset along with the accounting treatment for depreciation	Within 15 days
4.	Development of formats for updation of value based FAR	Within 10 days
5.	Providing comments/Approval for <ul style="list-style-type: none"> • Asset Coding Scheme • Methodology for determination of historical cost of the asset along with the accounting treatment for depreciation and • Formats for updation of FAR on half-yearly basis 	Within 15 days
6.	Submission of draft report on physical verification of key assets	Within 45 days
7.	Providing comments/Approval of draft report by KPDCL	Within 20 days
9.	Submission of methodology for reconciliation/ write-off the value of asset	Within 10 days
10.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset	Within 20 days

- b) The successful bidder shall submit the final report within **15 days** of receiving comments from the KPDCL, Liquidated Damages (LD) shall be levied after due date of submission of final report.
- c) It is envisaged that FAR as on 30th June 2022 shall be prepared by the successful bidder and approved by Discom within **30 days**

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

“The agreed Contract Price shall be per the accepted Financial Proposal and subsequent Contract discussions if any.

APPENDIX D – ESTIMATE OF GST PAYABLE/ REIMBURSABLE BY KPDCL

The applicable GST is 18% and shall be reimbursable accordingly. If there is a change in the GST, the changed rate will be applicable for reimbursement.

II. General Conditions Attachment 1 (Integrity Pact to be attached)

PART III

Section 8. Notification of Award

Notification of Award

[This Notification of Award shall be addressed and sent to the successful Bidder selected through the RFP process. Send this Notification to the authorized representative of the Bidder].

Reference:

Date.....

Address: *[insert Bidder’s address]*

Telephone/Fax numbers: *[insert telephone/fax numbers]*

Email Address: *[insert email address]*

[in case the Bidder is a Joint venture then this Notification of Award shall be addressed to the Lead Partner of the Joint Venture qualified by “For and On Behalf of the Joint Venture of<insert name of all the Partners>..... Further a copy of this Notification of Award shall be endorsed to the Other Partner(s) of the JV]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Kind Attention: *[Name and Designation of Bidder’s authorized representative]*

Notification of Award

Sub. : Notification of Award for: *[insert the name of the contract]*

RFP No: *[insert RFP reference number]*

Dear Sir/ Madam,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package downloaded by you from the portal <https://.....>, comprising the following:

- a) Section.1:
 - b) Section.2:
 - c) Section.3:
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- 1.1.1 Amendment No.-1 & Clarification No. -1 to the RfP Documents, which was issued to you through portal <https://.....> vide our letter Ref. No. dated
- 1.2 Your Proposal for the consulting services under the subject contract package comprising of Technical Proposal (First Envelope) and Price Proposal (Second Envelope), submitted/uploaded by you on the portal <https://.....> [Technical Proposal reference no. dated opened on].
- 1.3 Intimation for Opening of Price Proposal sent to you through portal <https://.....>
- 1.4 Your Price Proposal reference no. dated opened on
- 1.5 Intimation for conducting Contract discussions on and your Minutes of Contract discussions dated.....

2.0 **AWARD OF CONTRACT**

We confirm having accepted your Proposal (referred to at para 1.2, 1.4 & 1.5 above) read in conjunction with the RfP Documents (referred to at para 1.1 above) and award on you the Contract for Consultancy Services for assisting and supporting in Project Management to KPDCL for Smart Metering Implementation works for 3 Lac consumers in Urban areas of Kashmir region of Jammu and Kashmir.

3.0 **ESTIMATED COST OF SERVICES**

- 3.1 The estimated cost of Services to be rendered / provided by the Bidder under and as per the Contract is Rupees..... (Remuneration) and Rupees..... (GST Payable/ Reimbursable by KPDCL).

4.0 **COMMENCEMENT OF THE CONTRACT**

- 4.1 The Contract shall come into force and effect on the date (the “Effective Date”) of signing of Contract or of KPDCL’s notice to the Bidder instructing the Bidder to begin carrying out the Services, whichever is earlier.
- 4.2 The Contract shall remain in force from the date of signing of the Contract unless terminated earlier or extended further as per the provisions thereof.

- 5.0 Through this Notification of Award we confirm acceptance of your Proposal read in conjunction with already discussed Contract and award of the Contract on you.
- 5.1 We now request to sign and enter into the Contract Agreement with us as per the already discussed Contract, within seven (7) Business Days from the date of receipt of this notification.
- 5.2 Please note that you are also required to furnish a Contract Performance Guarantee (CPG) as per Clause GCC 10.2 of the RFP document for an amount of Rs.....
- 6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take further necessary action to sign the Contract Agreement, furnishing the CPG and commence the Services.

Yours faithfully,

**For and on behalf of
KPDCL Limited**

(.....)