

**JAMMU & KASHMIR STATE POWER DEVELOPMENT
CORPORATION LIMITED**

**OFFICE OF THE CHIEF ENGINEER GENERATION KASHMIR
PDC , BEMINA SRINAGAR, KASHMIR, J&K. PIN: 190018**

Page | 1

NOTICE INVITING TENDER

NIT NO: of 2009 dated - - 2009

**Attention: Consultancy Organizations registered under Companies Act, 1956
For**

Supervision (including Quality Control) of works and Administration of turnkey contract for rehabilitation of Civil Works under the project for Renovation, Modernization and Uprating (RMU) of 105 MW Lower Jehlum Hydel Project, Gantmulla, District Baramulla, J&K State.

On behalf of the Managing Director, J&K State Power Development Corporation Ltd bids are hereby invited from reputed Consultancy Organizations registered under Companies Act, 1956 for Administration/ Management of the turnkey Contract and Supervision including quality control of the rehabilitation works to be executed there under for Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State, India to be received in the office of the Chief Engineer, Generation Kashmir, J&K State Power Development Corporation Limited, Bemina ,Srinagar-J&K by or before 1400 Hrs (IST) on 31-08-2009.

Detailed tender document can be obtained from the office of the Executive Engineer, Civil Maintenance Division, Lower Jehlum Hydel Project, Gantmulla, District Baramulla, J&K State against a price of Rs. Ten Thousand Only in the shape of a non-refundable demand draft payable in favour of Chief Pay & Accounts Officer, LJHP, Baramulla, payable at Baramulla by or before 1400 Hrs (IST) on 22-08-2009.

Details of the proposed contract can be seen and /or downloaded from website: www.jkspdc.nic.in. In case the tender document is downloaded from the WEB and used for submission of bid, it would be mandatory for the bidder to pay the cost of the tender document in the shape of a non refundable demand draft for Rs. Ten Thousand only drawn in favour of the Chief Pay & Accounts Officer, LJHP, Baramulla, payable at Baramulla along with bid. The demand draft should be enclosed in the cover containing technical offer alongside the requisite EMD.

**Executive Engineer,
Civil Maintenance Division,
LJHP , Gantmulla, Baramulla-J&K.
PHONE No: 09419196334, 09419430899**

No:

Dated :

Copy to:-

1. Commissioner/Secretary to Government Power Development Department, Civil Secretariat, Jammu.
2. Managing Director, JKSPDC, Jammu
3. Executive Director JKSPDC, Jammu.
4. Director Finance JKSPDC, Jammu
5. Director, Department of Information, Government of J&K.
6. Chief Engineer Kashmir Irrigation & Flood Control Department, Srinagar.
7. Chief Engineer Kashmir P.H.E. Department, Srinagar.
8. Director Environment & Remote Sensing Bemina Srinagar
9. Chief Engineer(civil) Baglihar Hydro Electric Project chanderkote Ramban
10. Chief Engineer Jammu S&K/CC-J/ CI & D WING, Jammu, 18-C-C Gandhinagar, Jammu-180004
11. Chief Engineer CI&D wing JKSPDC, Bemina Srinagar.
12. Chief Engineer Generation Jammu wing JKSPDC, Bemina Srinagar.
13. Chief General Manager (P.F.) JKSPDC Corporate Office, Jammu.
14. Director National Informatics Centre (NIC) Civil Sectt, Jammu for uploading of the tender document on JKSPDC website www.jkspdc.nic.in
15. Senior General Manager Corporate Office JKSPDC Jammu.
16. Superintending Engineer Generation Circle-I JKSPDC Baramulla
17. Chief Project Engineer Parnai, JKSPDC Jammu
18. Chief Project Engineer Kargil JKSPDC Kargil
19. Chief Geologist JKSPDC Bemina Srinagar
20. General Manager (law), JKSPDC Corporate Office Jammu.
21. Chief Pay & Accounts Officer JKSPDC, Baramulla.
22. Joint Director, Department of Information.
23. Executive Engineer Generation Division Gantmulla Baramulla
24. Executive Engineer CMD Gantmulla Baramulla.

**JAMMU & KASHMIR STATE POWER DEVELOPMENT CORPORATION
LIMITED**

**LETTER OF INVITATION (loi)
FOR**

**Supervision (including Quality Control) of
works
and
Administration of turnkey contract
for
rehabilitation of Civil Works
under the project
for
Renovation, Modernization and Uprating (RMU) of
105 MW Lower Jelhum Hydel Project, Gantmulla,
District Baramulla, J&K State.**

august, 2009

JAMMU & KASHMIR STATE POWER DEVELOPMENT CORPORATION LIMITED

Office of the

**Executive Engineer, Civil Maintenance Division,
Lower Jehlum Hydrel Project
Gantmulla, Baramulla
J&K State**

PHONE No: 09419196334, 09419430899

Page | 4

To

M/S

Dear Sir/s:

Subject: Proposal for Consultancy Services for Supervision (including Quality Control) of works and Administration of turnkey contract for rehabilitation of Civil Works under the project for Renovation, Modernization and Uprating (RMU) of 105 MW Lower Jehlum Hydrel Project, Gantmulla, District Baramulla, J&K State.

1. The J&K State Power Development Corporation Ltd. (OWNER) intends to undertake and execute rehabilitation of Civil Works of existing 105 MW Lower Jehlum Hydro Electric Project on River Jehlum Basin in District Baramulla , J&K on turnkey basis under the project for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State.**
2. The purpose of the assignment, being offered vide this information for bidders (IFB), is to provide consultancy services for Supervision including quality control and administration/ management of the turnkey contract proposed to be separately awarded by the JKSPDC for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State** in conformance with the terms, conditions, standards and the technical specifications/ drawings prescribed under the turnkey contract.
3. The Supervision Consultant, besides providing the essential allied contract administration/management services, shall have to deploy a dedicated team of at least 5 no experienced Site Engineers, assisted by 10 no work supervisors and headed by a Construction Manager for the supervision and quality control of works under execution during the period of execution under the control of a Team Leader (Engineer-in-Charge) who will be overall in-charge of the construction activities and deemed accountable/responsible for carrying out the mandate of the Supervision Contract being offered herein.
4. A forced shutdown of the Lower Jehlum Hydrel Project is proposed to be taken/shall be taken effected from 1st of October, 2009 to 30th of November,2009 i. e. for a period of 2 months to facilitate the execution of works

related to rehabilitation of the Civil Components of the LJHP. As such the rehabilitation works are to be necessarily completed during this period.

5. Time being essence, the Supervision & Contract Management Consultant shall, in light of above, have to prioritize the works, evolve the work plan and the methodology and advise the turnkey contractor in respect of extent and the timelines for resource mobilization and administer the turnkey contract in such a manner that the deadline fixed for execution of the rehabilitation works is strictly adhered to. Page | 5
6. Prospective Bidders are hereby invited to submit Technical and Financial Proposals for providing the Consultancy Services in respect of the above assignment and the following documents are enclosed to enable them to submit their proposal:
- i. Letter of Invitation (LoI) Data Sheet (Annex-I).
 - ii. Terms of Reference (TOR) (Annex-II).
 - iii. Supplementary Information for Consultants. (Annex-III)
 - iv. Formats for Technical and Financial Proposals.
 - v. A Sample Form of Contract for Consultancy Services under which the services will be performed (Annex-IV).
- 7.0 **Submission of Proposals:**
- 7.1 The proposals shall be submitted in two parts, viz, "Technical" and "Financial" and should follow the form given in the "Supplementary Information for Consultants."
- 7.2 The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes with covering letters as per the Form No. F-I and F-8 (with respective markings in bold letters), in accordance with the formats/schedules given in the "Supplementary Information for consultants".
- 7.3 The First Envelope marked "**Technical Proposal**" followed by the name of the assignment should contain the description of the bidder Company / Organization, the bidder Company's/ Organization's general experience in the field of the assignment, the qualifications and the experience of the personnel proposed for the assignment and the proposed work plan/ methodology and approach in response to the suggested Terms of Reference. **The First Envelope should not contain any information pertaining to the quoted prices whatsoever.**
- 7.4 The Second Envelope marked "Financial Proposal" followed by the name of the assignment and indicating "**DO NOT OPEN WITH TECHNICAL PROPOSAL**" must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.
- 7.5 Both the sealed envelopes should again be placed in a sealed cover which will be received in the Office of the **CHIEF ENGINEER GENERATION WING , JKSPDC BEMINA SRINAGAR, KASHMIR, J&K. PIN: 190018 up to 1400 Hrs (IST)on 31-08-2009. .**
- 7.6 Offers received late, on any account and for any reason whatsoever, will not be considered.

8.0 Opening of Proposal

8.1 The proposals (First Envelope containing Technical Proposal only) will be opened on **3108-2009 at 1400 Hrs (IST)** in the Office of CHIEF ENGINEER GENERATION WING, JKSPDC BEMINA, SRINAGAR, KASHMIR, J&K in the presence of such bidders or their authorized representative who would like to attend the Bid Opening.

Page | 6

8.2 The date for opening of the Financial Bid shall be communicated to the bidders found technically responsive separately

9.0 Bid Evaluation

9.1 A two-stage procedure will be adopted in evaluating the proposals with the Technical Evaluation being completed prior to any Financial Proposals being opened. The Technical Proposals will be evaluated using the following criteria:

9.2 The bidder should be an established well known reputed Consulting Company/ies established under Companies Act 1956 and registered under Employee's Provident Fund Act, 1952 for providing consultancy services in the field of hydro-electric/ river valley projects.

9.3 The Consultancy Companies should have substantial experience in carrying out Supervision including Quality Control and Administration of Civil Engineering Contracts/ Contracts having substantial Civil Engineering Component and preferably have on its regular roll, working for at least last one year, a senior Civil Engineer, who shall function as the Team Leader (Engineer in Charge for the assignment) for and on behalf of the Bidder Company.

9.4 The proposed Team Leader shall be a graduate/ post graduate in Civil Engineering with more than 30 /20 years respectively of working experience in diverse capacities in the field of design & engineering of Civil Components of Hydro Electric Projects/ River Valley Projects, monitoring of civil construction, erection of plant and equipment and testing and commissioning of hydro electric/ river valley projects, including minimum 5 years as the Team Leader/ Engineer In-charge/ Head of Engineering Organization/ Company/ Department dealing with Civil Engineering works and be well versed with the various modern techniques for managing the contracts

- in carrying out construction supervision to ensure completion of works as per prescribed work schedule
- with the procedures for ensuring the quality control in conformance with technical standards/ specifications prescribed under the turnkey contract
- submission of periodic reports to the owner

and must have completed at least one such similar assignment as the Team Leader/ Engineer-in-charge in a Construction Supervision and Contract Administration Contract/ Assignment.

9.5 The Team Leader/ Engineer In-Charge should be supported by a Construction Manager who shall be a Civil Engineering Graduate with 15

years working experience in the relevant field with at least one assignment as Construction Manager in the last 5 years.

9.6 The Construction Manager who shall be overall in-charge at site in respect of supervision activities, under the control of the Team Leader, shall be assisted by a team comprising of minimum 5no Civil Site Engineers who shall be either Civil Engineering Graduate Engineers with working experience of 10 years or Civil Engineering Diploma Holders with 15 years working experience in relevant field in Supervisory Capacity and 10 no Work Supervisors with working experience of 10 years for ITI Diploma Holders in Construction Technology and 15 years working experience in Construction Supervision for other staff deployed as Work Supervisor at site.

Page | 7

9.7 The Supervision Consultant shall also be required to put in place adequate office support staff which at minimum may comprise of an experienced Quantity Surveyor assisted by two draftsmen, an office accountant, a cad operator, a computer operator cum steno, a record keeper, 2 no office helpers to efficiently discharge the responsibilities cast on him under the Contract.

9.8 The manpower indicated at 9.3, 9.4, 9.5 and 9.6, in the opinion of the OWNER, is the minimum requirement to carry out to assignment being offered herein and shall necessarily be provided for by the prospective bidders. This manpower and the cost quoted for the same, as form F-5 shall be used to work out the reasonability of the financial proposal.

9.9 The successful bidder, on award of contract, shall however be free to induct additional manpower at any or all levels, over and above the minimum cited above, if in its opinion, the same shall help in better execution and expeditious completion of assignment. The financial implication for the same, however, shall have to be absorbed in the awarded price.

9.10 The bidder should have previous experience of providing Consultancy Services for the Construction Supervision and Contract Administration relating to Civil Construction under contracts with contract value of Rs. 20.00 Crores in case of one project, 2 projects, each of contract value of Rs. 12.50 Crore and 3 projects each having a contract value of Rs. 10 Crore.

9.11 Bidder shall be required to produce a performance certificate testifying successful supervision, completion and commissioning of at least one such hydro electric/ river valley project.

9.12 Intending bidders would also be required to produce certified copies of the audited accounts/statements for the last 3 years and other documentary evidence in support of their submissions in response to requirements listed at serial no 9 as above.

- **Relevant Past Experience in the field of project management and supervision of civil works of River valley/Hydro electric Projects (1000 Marks)**
- **Qualification and Competence of key personnel (1000 marks).**
- **Adequacy of the proposed Methodology and Work Plan in response to the TOR (500 marks)**

Weight-age assigned to each of the above criteria and evaluation methodology is enumerated as follows:-

10.0 Evaluation Methodology:

10.1 Technical Qualification and Evaluation:

10.1.1 Experience of the Bidder:

Past experience as indicted by the length of time the companies have been in the business of the consultancy services:

The time duration for which the Bidder Companies, established under Companies Act, 1956, have been in the business of providing consultancy in the field of hydroelectric projects/ river valley projects would be taken as an indicator of the their being active in the business as well as resourcefulness of the bidders. Bidder having five years experience would be given **250 points**. Bidders with lesser experience would be scaled accordingly.

Establishment of the Companies under the Companies Act, 1956 and Registration under Provident Fund Act, 1972 would be treated as **essential qualifications. Failure to meet the requirement on this account would render the bid non-responsive** and the price proposals of such bidders would not be opened.

Past Experience as indicated by QUANTUM OF BUISNESS:
Quantum of business handled by the bidder supported by Income Tax Returns for last three years: 250 Points. The bidder having the highest combined turn over the last 3 financial years would be given full 250 points and bidders with lesser turn over would be scaled accordingly.

Previous experience IN CONSTRUCTION SUPERVISION:

Previous experience of providing consultancy services for construction supervision and contract administration supported by performance certificate/s certifying the satisfactory performance successful completion and commissioning of the previous assignments i.e. hydro electric/ river valley projects supervised by bidder would entitle the bidder to a maximum score of 500 points. The bidder furnishing the maximum number of performance certificates in conformance with above would be given full 500 points and the other bidders would be rated accordingly.

10.1.2 Team Leader and Members :

10.1.3 Team:

Constitution of the assigned team in respect of number of members, their qualifications and experience shall entitle the bidder to a maximum score of 1000 points.

The actual score for the team including the Team Leader, the Construction Manager and the 5 no Site Engineers proposed by the bidder companies would be calculated by using following points:

Team Leader :

Points for being on regular roll of the bidder company for last 12 months: 100

Points for Team Leader with post graduate degree with 20 years' relevant working experience:

Qualification: 200

Experience: 200

Points for Team Leader with graduate degree with 30 year's relevant working experience:

Qualification: 150

Experience: 250

Construction Manager :

Points for being on regular roll of the bidder company for last 12 months: 50

Points for Construction Manager with graduate degree with 20 year's relevant working experience:

Qualification: 50

Experience: 150

Site Engineers-5 no:

Points for being on regular roll of the bidder company for last 12 months: 50

Points for Site Engineer with graduate degree with 10 year's relevant working experience:

Qualification: 40

Experience: 60

Points for Site Engineer with Diploma Holders with 20 year's relevant working experience:

Qualification: 20

Experience: 80

10.1.4 Methodology for carrying out the assignment:

The prospective bidders shall also be evaluated in respect of the adequacy of the proposed methodology and work plan in response to the Terms of Reference with specific reference to:

1. Adequacy in approach for meeting all elements of scope of work
2. Adequacy in meeting the time schedule

For enabling the prospective bidders to evolve the methodology and prepare the detailed approach paper which shall be submitted in Form F-5, all the prospective bidders, who purchase the tender documents, shall be supplied with scope of the turnkey contract, awarded separately, the works specified under the scope of which shall be the subject matter for the supervision contract. The methodology adjudged best would be awarded a **maximum score**

of 500 points and the other bidders would be scaled accordingly.

- 10.2 Bidders securing a minimum of 50% of marks in technical evaluation only shall be considered technically responsive.
- 10.3 Financial Proposals of only such bidders will be opened whose offers have been declared Technically Responsive. Financial Proposal of other Bidders will be returned unopened. The Financial Proposals of Technically Responsive Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals.
- 10.4 For comparison of the combined Technical and Price Score of all bidders, following formula will be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.30) + (\text{Financial Score} \times 0.70)$$

Bidder having highest total score shall be deemed as the Lowest Responsive Bidder.

- 11.0 The documents mentioned above, including this covering letter will form the Tender Documents. Each of the above documents and also other documents to be submitted by the bidder as per the tender requirements are to be submitted duly stamped & signed on each page by the bidder's accredited representative as a token of bidder's acceptance, which shall constitute the bid. The bid is to be submitted in a sealed envelope with all required superscriptions i.e. the name of the assignment/work, due date & time, Bidder's Name & Address.

12.0 Contract Performance Guarantee (CPG):

- 12.1 In the event of an award, the successful Bidder (Supervision Consultant) will be required to arrange, within fifteen days of receipt of the Letter of Award from the OWNER, the submission of the CPG in the form of a Bank Guarantee (BG) EQUIVALENT TO 10% (Ten Percent) of the contract consideration. The CPG/BG shall in the format as shall be specified and communicated by JKSPDC, the Owner, to the Successful Bidder and kept valid up to the completion of the assignment plus 28 days.

13.0 Basis of Price Offer:

- 13.1 The Price Offer shall be for the assignment as per Annex I of Bid Proposal Sheet and the Terms of Reference and shall remain FIRM throughout the period of contract. Quoted Price will be on a lump sum basis inclusive of all travel, stay, all taxes / duties, out of pocket expenses, cost of producing documents etc. and the OWNER will not be required to pay and/or reimburse anything over and above the price quoted. The OWNER reserves the right to ask the bidder to justify and establish price/rate reasonableness. In the event of award of contract, income tax and/or service taxes will be deducted by the OWNER at source as per law and Tax Deduction at Source Certificate shall be issued to the Consultant by the OWNER.
- 13.2 In the event of rehabilitation work not being completed within the stipulated completion period of 2 months (61days) for whatsoever reasons- specifically being in no way attributable to the Supervision cum Contract Management Consultant, the term of deployment of the personnel to be deployed by the

Supervision cum Contract Management Consultant shall require to be suitably extended.

- 13.3 During the extended period, the personnel deployed by the Supervision cum Contract Management Consultant shall be paid at pro rata basis on the same rates per diem as indicated in the Bid Proposal Sheet.
- 13.4 During the extended period, the Supervision cum Contract Management Consultant shall also be entitled to additional out of pocket expenses relating to travel, stay, documentation etc at pro rata basis.

Page | 11

14.0 Time Schedule/Completion Period:

- 14.1 The rehabilitation work, in conformance with the scope, the terms and the conditions governing the turnkey contract for the rehabilitation of the Civil Components of the LJHP is projected to be completed in a time period of 2 months (61days).
- 14.2 The term of assignment being offered to the Supervision cum Contract Management Consultant shall, therefore, commence and be completed as per the Terms of Reference/scope of work within **a total period of 2 months (61 days) plus 21 days**, reckoned from a date 7 days before the scheduled/ actual date of start of work under Turnkey Contract and end 14 days after the scheduled date of completion for the rehabilitation work.
- 14.3 While the time period of 7 days before the date of start of the rehabilitation work shall be used by the Supervision cum Contract Management Consultant for familiarization with the task ahead and working out the strategy for completing the rehabilitation work within the stipulated time of completion, evolving reportage formats etc., the 14 days additional time, over and above the time of 2 months (61 days) stipulated for completion of the rehabilitation work, shall be used for finalizing the work/ claims of the Turnkey Contractor..
- 14.4 In the event of rehabilitation work not being completed within the stipulated completion period of 2 months (61days) for whatsoever reasons- specifically being in no way attributable to the Supervision cum Contract Management Consultant, the term of deployment of the personnel to be deployed by the Supervision cum Contract Management Consultant on supervision and allied duties shall require to be suitably extended, on pro rata basis, in consultation with JKSPDC, the Owner.

15.0 Signing of Formal Contract Agreement

- 15.1 The successful Bidder shall be required to enter into a Contract Agreement with the OWNER within 7(seven) days from the date of the Letter of Award (LOA) or with-in such extended time as may be granted by the Owner. The Owner shall provide the pro-forma of this consultancy/Contract Agreement.

16.0 Validity of Bid

- 16.1 Bidders have to keep their Bids Quotations valid up to 90(Ninety) days for our acceptance from the date of opening of the Technical Proposals.
- 16.2 Bidder shall also have to maintain/ ensure availability of the personnel cited in the bid.

17.0 Earnest Money Deposit:

- 17.1 Prospective Bidders are required to furnish Earnest Money Deposit of Indian Rupees 50,000.00 (Rs. Fifty Thousand Only) in the form of a Demand Draft pledged to “Chief Pay & Accounts Officer Srinagar JKSPDC Srinagar” payable at SRINAGAR, along with their bids for the Project Supervision and Contract Management Consultancy Services.
- 17.2 Bids received without Bid Guarantee will be rejected outright.
- 17.3 The Earnest Money Deposit will be refunded to the successful Bidder, after signing of the Contract Agreement and furnishing of Contract Performance Guarantee for the stipulated amount by the successful Bidder.
- 17.4 The Earnest Money Deposit of all unsuccessful Bidders shall be returned within thirty (30) days of award/ signing of contract agreement with the successful bidder..

18.0 Terms of Payment

- 18.1 **Mobilization Advance:** The Supervision cum Contract Management Consultant, on written request, would be provided with interest free Mobilization Advance @10% of the total consideration payable under the contract on furnishing of bank guarantee equal in value and valid for 110 days in the first instance.
- 18.2 The interest free mobilization advance so paid shall be recovered in five no equal installments from the consultancy fees/ payments to be made by owner to the Supervision cum Contract Management Services from time to time for the consultancy services so rendered.
- 18.3 Under all circumstances the interest free mobilization advance availed by the Supervision cum Contract Management Consultants would have to repaid back before the expiry of a period of 82 days from the date of availing of the Mobilization Advance or 75 days from the date of start of rehabilitation work whichever is earlier.

19.0 Schedule of Payments:

- 19.1 Interim payments to the Supervision cum Contract Management Consultant, for the consultancy services rendered in accordance with the scope, the terms and the conditions of the Consultancy Contract, will be made by JKSPDC, the Owner in the following manner:
 - i. 20% of the Contracted Consideration shall be deemed to have become due for payment on the 16th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
 - ii. 40% of the Contracted Consideration shall be deemed to have become due for payment on 31st day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
 - iii. 60% of the Contracted Consideration shall be deemed to have become due for payment on the 46th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and

subject to the satisfaction of the OWNER

- iv. 80% of the Contracted Consideration shall be deemed to have become due for payment on the 61st day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
- v. 100% of the Contracted Consideration shall be deemed to have become due for payment on the 76th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER.

Page | 13

- 19.2 The Supervision cum Contract Management Consultant may submit the bills in triplicate to the Owner, through his authorized representative Executive Engineer Civil Maintenance Division, Lower Jehlum Hydel Project, Gantmulla, District Baramulla on the Consultant's Stationery/ printed bill forms, as per schedule cited above, indicating the work done during the period for which the payment is sought.
- 19.3 The Supervision cum Contract Management Consult needs to take note that a time period of about 15 days may be required to process the bills/ fulfill the procedural requirements.
- 20.0 Cost of bid document:-** This bid document can be purchased by the bidders from the office of Executive Engineer Civil Maintenance Division LJHP Gantmulla Baramulla against a payment of Rs 10,000/= in the shape of non refundable demand draft drawn in favour of " Chief Pay & Accounts Officer JKSPDC Baramulla, payable at Baramulla.
- 20.1 Parties downloading the document from the official website of JKSPDC www.jkspdc.nic.in shall enclose the demand draft for an equivalent amount as the cost of bid document along with their bids and EMD.

Kindly acknowledge receipt of this Letter of Invitation through fax/ e-mail.

Yours Sincerely,

**Executive Engineer
Civil Maintenance Division,
LJHP, Gantmulla Baramulla
For and on Behalf of
J&K STATE POWER DEVELOPMENT CORPORATION LTD.(OWNER)**

ANNEXURE-I
LOI DATA SHEET

ANNEXURE-I

LOI DATA SHEET

1.1	Name of Assignment :	Supervision (including Quality Control) of works and Administration of turnkey contract for rehabilitation of Civil Works under the project for Renovation, Modernization and Uprating (RMU) of 105 MW Lower Jehlum Hydrel Project, Gantmulla, District Baramulla, J&K State.
1.2	Name of Owner:	<p>REGISTERED OFFICE: J&K STATE POWER DEVELOPMENT CORPORATION LTD., EXHIBITION GROUNDS, SRINAGAR, KASHMIR, Jammu & Kashmir-190009. Telephone No:-0194-2458005 Fax. No:0194-2451665</p> <p>CAMP OFFICE: J&K STATE POWER DEVELOPMENT CORPORATION LTD. ASHOK NAGAR SATWAR-JAMMU Jammu & Kashmir-180004: Telephone No:-0191-2430548 Fax. No:0191-2435408</p>
1.3	The description and the objectives of the assignment	<p>1. The J&K State Power Development Corporation Ltd. (OWNER) intends to undertake and execute rehabilitation of Civil Works of existing 105 MW Lower Jehlum Hydro Electric Project on River Jehlum Basin in District Baramulla , J&K on turnkey basis under the project for Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K.</p> <p>2. The purpose of the assignment, being offered vide this information for bidders (IFB), is to provide consultancy services for the Administration/ Management including supervision and quality control of the various works to be executed under the scope of the above cited the turnkey Contract and Supervision, including quality control of the rehabilitation works to be executed there under of the above cited turnkey Contract the turnkey contract proposed to be separately awarded by the JKSPDC for Renovation, Modernization &</p>

		<p>Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K in conformance with the terms, conditions, standards and the technical specifications/drawings prescribed there under.</p> <p>3. The Supervision Consultant, besides providing the essential allied contract administration /management services, shall have to deploy a dedicated team of at least 5 no experienced Site Engineers, assisted by 10 no work supervisors and headed by a Construction Manager for the supervision and quality control of works under execution during the period of execution under the control of a Team Leader (Engineer-in-Charge) who will be overall in-charge of the construction activities and deemed accountable/responsible for carrying out the mandate of the Supervision Contract being offered herein.</p> <p>4. A forced shutdown of the Lower Jelhum Hydel Project is proposed to be taken/shall be taken effected from 1st of October, 2009 to 30th of November,2009 i. e. for a period of 2 months to facilitate the execution of works related to rehabilitation of the Civil Components of the LJHP. As such the rehabilitation works are to be necessarily completed during this period.</p> <p>5. Time being essence, the Supervision & Contract Management Consultant shall, in light of above, have to prioritize the works, evolve the work plan and the methodology and advise the turnkey contractor in respect of extent and the timelines for resource mobilization and administer the turnkey contract in such a manner that the deadline fixed for execution of the rehabilitation works is strictly adhered to.</p>
	<p>The Owner will provide the following inputs:</p>	<ul style="list-style-type: none"> a) Copy of DPR of RMU b) Copy of Allotment of Turnkey Contract/s. c) Copy of detailed estimates for the Civil Works to be taken up for rehabilitation under the Turnkey Contract. d) Copy of tender documents for Turnkey Contract/s. e) Copy of Agreement with Turnkey Contractor/s. f) A tentative completion schedule to be fine tuned by the Supervision Consultant. g) All other documents which are relevant to the assignment
<p>1.5</p>	<p>The documents</p>	<p>1. LOI Data Sheet</p>

	enclosed are:	<ol style="list-style-type: none"> 2. Terms of Reference(ToR) 3. Supplementary information for consultants. 4. Formats for technical and financial proposals. 5. Draft contract for Consultancy Services
1.6	Consortium	The consultancy firm may form consortium/ joint ventures (technical / Financial/ Legal) for successful completion of the assignment. The Consultancy firm should submit the technical and financial capability of the consortium members and their role and responsibility for the above assignment.
1.7	The address for Submission of Bids:	<p>CHIEF ENGINEER, KASHMIR GENERATION WING, J&K STATE POWER DEVELOPMENT CORPORATION, BEMINA SRINAGAR-190018, KASHMIR, J&K Telephone: 0194----- Fax: 0194-----</p>
1.8	Bid Guarantee/EMD	Bid Guarantee INR Rs. 50,000.00 (Rupees Fifty Thousand only) in the form of Bank Demand Draft to accompany the technical proposal
1.9	The date and time of submission of Bids.	<ul style="list-style-type: none"> • 31-08- 2009 up to 2PM (1400 Hrs 1ST).
1.10	Bid Opening date	<ul style="list-style-type: none"> • Technical Proposal Bid Opening on 31-08- 2009 at 1400 Hrs. • Date for opening of Financial Proposal Bids shall be communicated separately.
1.11	Validity period.	90 days from the date of opening of technical proposal.
1.12	Bid Evaluation Criteria.	<p>The Technical Proposal will be evaluated using the following criteria:-</p> <ul style="list-style-type: none"> • Relevant Past Experience in the field of project management and supervision of civil works of hydro electric/ river valley projects (1000 Marks) • Qualification and Competence of key personnel (1000 marks). • Adequacy of the proposed Methodology and Work Plan in response to the TOR (500 marks) <p>For detailed evaluation methodology please refer Clause 7 & 8 of letter of invitation (LOI) preceding this data sheet</p> <ul style="list-style-type: none"> • Firms securing a minimum of 50% of marks only shall be considered technically responsive.

		<ul style="list-style-type: none"> • Financial Proposals of only such firms will be opened whose offers have been declared Technically Responsive. Financial Proposal of other Bidders will be returned unopened. The Financial Proposals of Technically Responsive Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals. • For comparison of the combined Technical and Price Score of all Firms, following formula will be used: Total Score = (Technical Score x 0.30) + (LP/FPx100) x0.70 Where LP is the lowest price of the group of firms being considered and FP is the price of the company being evaluated.
<p>1.13</p>	<p>Commencement of the Assignment.</p>	<p>From the date of letter of Award/ from the date specified in the letter of Intent. The assignment shall be carried out over 82 days including 61 days during which, the rehabilitation of civil works under the turnkey contract being awarded separately, will be executed.</p>

ANNEXURE – I I
TERMS OF REFERENCE

ANNEXure-II

TERMS OF REFERENCE

For
supervision including quality control
and
administration of turnkey contract
for
rehabilitation of civil works
for renovation, modernization and uprating (rmu)
of
105 MW Lower Jehlum Hydro Electric Project
Gantmulla District Baramulla, J&K state

Page | 20

1.0 Objective

- 1.1 The J&K State Power Development Corporation Ltd. (OWNER) intends to undertake and execute rehabilitation of Civil Works of existing 105 MW Lower Jehlum Hydro Electric Project on River Jehlum Basin in District Baramulla, J&K on turnkey basis under the project for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State.**
- 1.2 The purpose of the assignment, being offered vide this information for bidders (IFB), is to provide consultancy services for Supervision including quality control and administration/ management of the turnkey contract proposed to be separately awarded by the JKSPDC for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State** in conformance with the terms, conditions, standards and the technical specifications/ drawings prescribed there under.
- 1.3 The Supervision Consultant, besides providing the essential allied contract management services, shall have to deploy a dedicated team of at least 5 no experienced Site Engineers, assisted by 10 no work supervisors and headed by a Construction Manager for the supervision and quality control of works under execution during the period of execution under the overall control of led by a Team Leader (Engineer-in-Charge) who will be overall in-charge of the construction activities and deemed accountable/responsible for carrying out the mandate of the Supervision Contract being offered herein.
- 1.4 A forced shutdown of the Lower Jehlum Hydel Project is proposed to be taken/shall be effected from 1st of October, 2009 to 30th of November, 2009 i. e. for a period of 2 months (61 days) to facilitate the execution of works related to rehabilitation of the Civil Components of the LJHP. As such the rehabilitation works are to be necessarily completed during this period.
- 1.5 Time being essence, the Supervision & Contract Management Consultant shall, in light of above, have to prioritize the works, evolve the work plan and the methodology and

advise the turnkey contractor in respect of extent and the timelines for resource mobilization and administer the turnkey contract in such a manner that the deadline fixed for execution of the rehabilitation works is strictly adhered to.

2.0 Outline of the task to be carried out/Terms of Reference

The consultants shall carry out the following tasks:-

Page | 21

- a) Familiarize himself with details of the project, the DPR and Contract for Civil works to be taken up under the rehabilitation (RMU) project.
- b) Familiarize himself with the project area, climate and infrastructure facilities.
- c) Liaise with Project authorities (OWNER) to gather all necessary information/input regarding work and completion schedule.
- d) Preparation of project construction schedule / BAR/PERT chart for execution of works within specified time frame of 2 months (61 days) and ensure adherence to the schedule.
- e) Supervise work execution and adhere to Quality standards in terms of material/s used for construction, workmanship etc. so that the finished work is free from all defects and conforms to technical specifications prescribed under the Turnkey Contract, awarded separately, to serve the purpose of intended use.
- f) Carry out inspection and testing the key construction materials used for the work in conformance with prescribed procedure to ensure adherence to various National/ International Standards. The Supervision Consultant may, if desired by the Owner, be required to associate Owner's representative during such inspections/ tests.
- g) Take measurements before construction, during construction and after finalization including river cross-sections wherever required and furnish 5 sets of as built drawings on completion of assignment. The Supervision Consultant may, if desired by the Owner, be required to associate Owner's representative during such measurement taking.
- h) Prepare all running as well as final bills for Payment to Contractor.
- i) Furnish necessary clarifications which may be sought by JKSPDC, regarding all issues connected with the execution of civil works to be executed under the turnkey contract.
- j) At the end of the Contract give a comprehensive and detailed report about the construction of works, technology adopted, adherence to time schedules problems faced during construction, performance of the works executed and all other issues for future reference and record.
- k) The Supervision Consultant will also ensure that the Turnkey Contractor takes all measures, as necessary, to protect the environment and does not create pollution in and around project area and also ensure that and all surplus/

dismantled material etc is properly utilized/ disposed off as per the directions of the EIC.

l) Supervision of construction work. The Consultant Company will deploy a senior functionary of the Company, who shall be a graduate/ post graduate Civil Engineer with more than 30/20 years of working experience respectively in diverse capacities including minimum 5 years as the Team Leader/ Engineer In-charge/ Head of Engineering Organization/ Company/ Department dealing with Civil Engineering works and be well versed

Page | 22

- with the various modern techniques for managing the contracts
- in carrying out construction supervision to ensure completion of works as per prescribed work schedule
- with the procedures for ensuring the quality control in conformance with technical standards/ specifications prescribed under the turnkey contract
- submission of periodic reports to the owner

and having completed at least one such similar assignment as the Team Leader/ Engineer-in-charge.

- m) The Engineer In-Charge should be supported by a Construction Manager who shall be a Civil Engineering Graduate with 15 years working experience in the relevant field with at least one assignment as Construction Manager in the last 5 years.
- n) The Construction Manager who shall be overall in-charge at site in respect of supervision activities shall be assisted by a team comprising of minimum 5no Civil Site Engineers who shall be either Civil Engineering Graduate Engineers with working experience of 10 years or Civil Engineering Diploma Holders with 15 years working experience in relevant field in Supervisory Capacity and 10 no Work Supervisors with working experience of 5 years for ITI Diploma Holders in Construction Technology and 10 years working experience in relevant field for other staff deployed as Work Supervisor at site.
- o) Unless absolutely necessary and for reasons beyond control of the Supervision Consultant, no replacement in respect of Team Leader, Construction Manager, the Site Engineers proposed and nominated in the bid shall be permitted. However, in case, the replacement is unavoidable, the substitute shall in no way be inferior in qualification and the same shall be permitted only after due approval of the Owner.
- p) Each replacement, in respect of the nominated Engineers, even if made after approval of the Owner, shall cause the total payment/ consideration due to the Supervision Consultant under the Contract, to be reduced by an amount equivalent to 10% of remuneration proposed in the bid in respect the particular key personnel sought to be replaced, worked out on pro-rata basis for the duration the replacement is in force.

- q) The Supervision Consultant shall also be required to put in place adequate office support staff which at minimum may comprise of an experienced Quantity Surveyor assisted by two draftsmen, an office accountant, a cad operator, a computer operator cum steno, a record keeper, 2 no office helpers to efficiently discharge the responsibilities cast on him under the Contract.
- r) The strength of the office support staff for the Supervision Consultant is only indicative/ suggestive. The Supervision Consultant would be free to devise his own manpower structure to meet the requirement and discharge his responsibility under the Contract.
- s) Even though the lump sum, all inclusive price quoted by the Bidder in the price proposal would be used to work out the lowest responsive bidder, the prospective bidder must indicate the remunerations per day per person adopted by him in respect of the persons indicated at m, n and q above and the out of pocket expense proposed to meet all other anticipated expenditure separately to work out his price bid. In case no remuneration is indicated in respect of any of the person indicated m, n and q, it shall be presumed that the Consultant intends to meet the charge out of the lump sum proposed for out of pocket expenses.
- t) The information sought at s above, shall be held confidential and used for the limited purpose of ascertaining the reasonability of the quoted price and the working out of pro rata rates to be paid to the Supervision Consultant, in the eventuality an extension of time for completion of the work becomes unavoidable.
- u) The Consultant will also be required to give a completion certificate at the end of the work saying that the work has been completed as per specifications; to the total satisfaction of the EIC and that it has been executed to serve the intended use.
- v) In the event that the Consultant is in default of his duties in performance of the services as envisaged in the Contract Agreement, the Consultant shall redo, rectify all deficits, inadequacies, insufficiencies pointed out by Owner within 2 days of being informed by the OWNER.
- w) The Supervision Consultant shall be responsible for interpretation of drawings, specifications and codes of practice prescribed under the turnkey contract for rehabilitation of civil works, wherever necessary.
- x) The Consultant shall be responsible for giving engineering advice on variations in design including modification/ substitution of structural sections and use of concrete additives and new materials, keeping in view the actual site conditions, to improve performance/ ensure durability of the rehabilitated works.

- y) The Consultant shall be responsible for Weekly Updating of working schedule based on progress of work. A weekly progress report shall also be submitted. In addition to this preparation of minutes for progress review meeting that may be conducted during the course of the project
- z) The Consultant shall provide technical assistance in preliminary acceptance tests and advice on corrective action, if any and also be responsible for Identification of contract variations and recommendation on corrective action thereon and assisting JKSPDCL in their correspondence with contractors by preparing draft letters/notices etc.

3.0 Schedule for Completion of the Tasks

The assignment is scheduled to be completed within **2 months** from the date of start of work.

4.0 Inputs to be provided by JKSPDC:

- a) Copy of RMU DPR of the Project.
- b) Copy of tender document of civil works.
- c) Copy of Allotment of Civil contract along with Agreement
- d) Copy of detailed estimates with drawings
- e) Tentative project completion schedule as seen by the OWNER
- f) Other documents which are relevant to the assignment
- g) No other assistance shall be provided by JKSPDC. Office accommodation, residential accommodation, transport for daily movement of consultant for the assignment, telephone, computer and other facilities shall be arranged by the consultant at his/ their own cost.

5.0 THE FINAL OUTPUT THAT WILL BE REQUIRED OF THE CONSULTANT

The outline of the task to be performed by the Consultant has been elucidated at point no 2.0 above.

The consultant shall have to submit weekly progress report on the work. At the end of the assignment the consultant shall submit a detailed report covering the entire assignment with regard to quality of work, time scheduling, material inspection , challenges faced , recommendation for performance enhancement etc in both hard as well as soft copies.

6.0 Experience :

The consultants and the personnel deployed to take up the assignment must have sufficient experience in project management and supervision of civil works in hydro electric /river valley projects. The Consultant's personnel must possess relevant technical qualification/knowhow in the field and experience

in support of which they shall be required to attach credential certificate(s)
from their clients.

aNNEXURE III
SUPPLEMENTARY INFORMATION
FOR
CONSULTANTS

Annexure-III
SUPPLEMENTARY INFORMATION FOR CONSULTANTS

1.0 Proposals

Proposals will be evaluated according to criteria given in the letter of invitation (LOI) and should include the following information:

1.1 With Technical Proposals:

- A brief description of the registered company (including all joint venture consortium members) and an outline of the relevant past experience on assignments / projects of similar nature executed during the last 5 years in the format given in Form F-3.
- Any comments or suggestions of the consultant on the Terms of reference as given in Form F-7.
- A description of the manner in which consultants would plan to execute the work viz. work plan, time schedule for the key staff proposed to be deployed for this assignment (in Form F-4) and approach / methodology proposed for carrying out the required work along with bar chart.
- The composition of the team of personnel, with specific reference to paragraphs m, n and q, which the consultant would propose to provide with the details of names of the key personal, his academic qualification and past experience, area of expertise, position, the tasks and duration which would be assigned to each team member and respective remunerations proposed in form F-5.
- *Curricula Vitae* of the individual staff member to be assigned to the work and of the senior officer in the home office who would be responsible for supervision of the team. The *curricula vitae* should follow the attached Format - F-6.
- Estimates of the total time effort that could be provided for the service, supported by the bar-chart diagrams showing the man-months for each of the staff expert of the team.

1.2 With Financial Proposals:

- All payments pursuant to the cost of providing the Consultancy Service shall be made in Indian Rupees.
- The Bidder must submit his financial proposal on the lump sum basis which he considers appropriate for successful completion of the assignment.
- Envelope with financial proposals shall contain the details of cost as explained in Para 5.0 of Letter of Invitation and should include the

information as given in Form F-8 & F-9.

1.3 Bids completed in all respects are to be submitted in 3 (Three) copies viz. one original & two copies.

1.4 In preparing the proposal, the Consultants should give particular attention to the following:

- Members of the team should have the requisite experience in Technical, financial, legal and preferably handled the similar assignment in Hydro Power Sector.
- A good working knowledge of English is essential for the personnel working on this assignment. Reports shall be in English and Urdu.
- The majority of the personnel comprising the consultant's team should be drawn from the permanent staff members of the firm.

1.5 Conflict of Interest:

- The prospective bidder must ensure that there is no conflict of interest as per standard and universal definition of clause in similar contracts involving the Engineer to the Work and the Contractor.
- In the event of any conflict of interest, as defined by the standard meaning assigned to the clause in the similar contracts, is discovered during the progress of the Supervision Contract, the consultant hired to provide services for the proposed assignment, and any of its affiliates, besides being removed from the present assignment, will be disqualified from future assignments in the in State of Jammu & Kashmir.

FORMAT
FOR
TECHNICAL PROPOSAL

FORM NO. F-I

From:

To:

Page | 30

Sir,

Procurement of Consultancy Services for **Supervision including quality control and administration/ management of the turnkey contract proposed to be separately awarded by the JKSPDC for Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State.**

I/ we Consultant / Consultancy Company herewith enclose Technical Proposal for selection of my/our Company as Consultant for _____

Yours faithfully,

Signature: _____

Full Name : _____

Address: _____

FORM NO . F-2
CERTIFICATE AS TO CORPORATE PRINCIPAL

I _____ certify that I am _____
of the company under the laws of _____ and that _____ who
signed the above tender is authorized to bind the Company / Organization by authority of
its governing body.

Signature full: _____

Name and Address : _____

And Address: _____

_____ (Seal)

Form No. F-3

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY
COMPLETED**

1. Brief Description of the Registered Company/ Organization:

S. No.	Name Assignment (Brief Scope)	Name of project	Owner of sponsoring	Cost assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

The Registered Company/ Organization should also give details of the ongoing similar assignment in the above format.

Signature: _____

Full Name : _____

and address: _____

Note: Please attach documentary proof.

FORM NO. F.4

WORK PLAN TIME SCHEDULE

Consultant may furnish the work plan, time schedule of the key staff for the various activities and methodology/approach involved in the assignment. The complete process is scheduled to be completed by 2 months (61 days).

Signature: _____

Full Name : _____

Address: _____

FORM NO. F.5

Composition of the team personnel and the task which
 would be assigned to each team Member for the proposed
 assignment:

TECHNICAL / FINANCIAL/ LEGAL/ OTHER KEY MEMBERS OF THE TEAM FOR CARRYING OUT THE ASSIGNMENT

(including members of Joint Ventures/Consortium)

SNO	POSITION	NAME	QUALIFICATION (POST GRADUATE/ GRADUATE/ DIPLOMA HOLDER)	RELEVANT EXPERIENCE	DURATION (DAYS)	REMUNERATION PER DAY	AMOUNT
1	TEAM LEADER				82		
2	CONSTRUCTION MANAGER				82		
3	SITE ENGINEER				82		
4	SITE ENGINEER				82		
5	SITE ENGINEER				82		
6	SITE ENGINEER				82		
7	SITE ENGINEER				82		
8-17	10 NO WORK SUPERVISORS				82		
18	QUANTITY SURVEYOR				82		
19	ACCOUNTANT/ ACCOUNTS OFFICER				82		
20	CAD OPERATOR				82		
21	COMPUTER OPERATOR CUM STENO				82		
22	RECORD KEEPER				82		
23- 24	2 NO OFFICE HELPERS				82		

Signature: _____

Full Name : _____

Address: _____

Form f-6
SUGGESTED FORMAT OF CURRICULUM VITAE FOR
MEMBERS OF CONSULTANTS TEAM

1. Name: _____
2. Profession/ Present Designation: _____
3. Length of service with the Company: _____
4. Nationality: _____
5. Academic Qualification: _____
(Under this heading, summarize College/ University and other specialized education of the proposed team member , giving names of schools, colleges, professional institutions attended with dates on which attended and degrees/ diplomas obtained.. Use up to quarter page.)
6. Proposed Position on the Team for Supervision Contract : _____
7. Key Qualifications: _____
(Under this heading give outline of proposed Team Member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page)
8. Experience: _____
(Under this heading, give the list of positions held by the proposed Team Member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use up to three quarters of a page).
- 9 Language: _____
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Signature :

Full Name :

Address :

Date :

FORM NO. F-7
COMMENTS/SUGGESTIONS OF CONSULTANT

On the terms of
reference:

1. _____
2. _____
3. _____
4. _____
5. _____

Signature: _____
Full Name: _____
and address _____

FORMAT
FOR
FINANCIAL PROPOSAL

Form f-8

From:

To:

Page | 38

Subject: Price Bid for Procurement of Consultancy Services for_ Supervision including quality control and administration/ management of the turnkey contract proposed to be separately awarded by the JKSPDC for Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State.

Sir,

I/we _____ consultant/consultancy Company/ Organization herewith enclose Financial proposal for selection of my/our firm as consultant for _____

Yours Faithfully

Signature: _____

Full Name: _____

Address: _____

FORM NO. F-9
SCHEDULE OF
PRICE BID

(To be submitted with Financial Offer in Second Page | 39
Envelope)

SNO	ITEM/DESCRIPTION	LUMP SUM PRICE (IN FIGURE)	LUMP SUM PRICE (IN WORDS)	REMARKS
1	For nominated team of Engineers/ other support staff indicated in Form F-5			
2	For all other components/ items including those to be met out of "out of pocket expenses"			
	TOTAL			

Consultancy services for the assignment as given in the Terms of Reference for --

- Note: 1. The lump sum price, at SNo 2 must include over heads / out of pocket expenses, travel, boarding, lodging, visits to site etc. inclusive of Taxes Duties.
2. The prices shall remain FIRM till completion of the Assignment

Signature: _____

Full Name: _____

Address: _____

ANNEXURE – IV
SAMPLE FORM OF CONTRACT
FOR
CONSULTANTS SERVICES

ANNEXure-IV
CONTRACT FOR CONSULTANTS' SERVICES - SAMPLE

This **CONTRACT** (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the----- day of the -----month of, 2009, between, on the one hand J&K State Power Development Corporation Ltd. (JKSPDC) (hereinafter called the "Owner") and, on the other hand,..... (hereinafter called the "Consultants") and, on the other hand, a joint venture consisting of the following firms, each of which will be jointly and severally liable to the Owner for all the Consultants' obligations under this Contract, namely, and.....(here-in-after called the "Consultants. ").

WHEREAS:-

- (A) The Owner intend to hire the services of a Consultant for Supervision (including quality control) and Administration of the Turnkey Contract separately awarded by Owner for the rehabilitation of the Civil Works under the project for Renovation, Modernization and Uprating (RMU) 105 MW Lower Jehlum Hydel Project, Gantmulla, Baramulla, J&K
- (B) The Owner has requested the Consultants to provide the above cited services required for the Project as defined hereinafter (hereinafter called the "Services");
- (C) The Consultants, having represented to the Owner that they have the required professional skills, personnel and technical resources have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1. Definitions

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 the State of J&K, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/Attachments and including all modifications made, in accordance with the provisions of Clauses 2.6 hereof between the owner and the Consultants.
- (c) "Effective Date" means the date on which this Contract comes force and effect pursuant to Clause 2.1 hereof;
- (d) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- (e) "Party" means the Owner or the Consultants as the case may be;
- (f) "Project" means 105 MW Lower Jehlum Hydro Electric Project in District Baramulla in

J&K State

- (g) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (h) "Starting Date" means the date referred to in Clause 2.3 hereto.
- (i) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause 3.5 hereinafter; and
- (g) "Third Party" means any person or entity other than the Government, the Owner, the Consultants or a Consultant.

1.2. Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law prevailing in the J&K State.

1.4. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matter relating to the meaning or interpretation of this Contract.

1.5. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6. Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Owner: _____

Attention:
Post:
Telegram:
Fax:
Email:

Page | 43

For the Consultants: _____

Attention:
Post:
Telegram:
Fax:
Email:

1.6.2 Notice will be deemed to be effective as follows:

- a. India Postage Service Mail or by Courier: On delivery
- b. India Postage Telegram: Seventy Two (72) hours following confirmed Transmission
- c. Fax: Seventy Two hours.
- d. Email: Seventy Two hours.

1.6.3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at Gantmulla, District Baramulla, J&K State or at any other location required by owner, hereto and, where the location of a particular task is not so specified, at such locations, whether in the Owner's country or as the Owner may approve.

1.8 Authority of Member in Charge

The Consultant may authorize any individual to act on their behalf in exercising all the Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

1.9 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Consultants by _____ or his designated representative.

1.10 Taxes and Duties

The consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the Owner's notice to the Consultants confirming that the following conditions have been met:

- (a) This Contract has been approved by Owner.
- (b) Requisite Advance payment Bank Guarantee in the prescribed format has been submitted.

2.2 Termination of Contract for failure to become Effective:

If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services:

The Consultants shall begin carrying out the Services immediately viz. from the date of issue of LOI/Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall terminate' when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

2.5 Entire Agreement:

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.

2.6 Modification:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the parties has been obtained. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to

any proposals for modification made by the other Party.

2.7 Force Majeure:

2.7.1. Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include

Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees

nor

Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2. No Breach of Contract:

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 in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time:

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.

2.7.5 Consultation:

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

2.8. Suspension:

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding three (3) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.

2.9. Termination:

2.9.1. By the Owner: The Owner may, by not less than Seven (07) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than fifteen (15) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a)- through (f) of this Clause 2.9.1, terminate this Contract:

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within three (03) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debit or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) If the Consultants submit to the owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fifteen days (15) days; or
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2. Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in clause 3.2 hereof,
- (c) Any right which a Party may have under the applicable law

2.9.3 Cessation of Services:

Upon termination of this Contract by notice to pursuant to Clauses 2.9 hereof, the Consultants 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.

2.9.4. Payment upon Termination:

Upon termination of this Contract pursuant to Clauses 2.9 hereof, the 'Owner shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination:
- (b) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests .

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law prevailing in the State of J&K and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law prevailing in the State of J&K.

3.1.3 Conflict of Interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.2.1 Consultants not to benefit from Commission, Discounts etc.

The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultants and Affiliates Not to be otherwise interested in Project

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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.2.4 Confidentiality:

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.3 Insurance to be taken out by the Consultant:

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Owner, insurance against the risks, and for the coverage, as shall be specified in the SC;

and (b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4 Liability of the Consultants

Page | 49

The Consultants shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract. If the Consultants consist of more than one entity, then the Consultants and each of their Members shall be jointly and severally liable to the Owner for the performance of the Services and for any loss suffered by the Owner as a result of a fault of the Consultants in such performance, subject to the following limitations:

- a. The Consultants shall not be liable for any damage or injury caused by or arising out of the act, neglect, fault or omission of any persons other than the Consultants, its Sub-consultants or the personnel of either of them; and
- b. The Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultants had no control.
- c. In the event that the Consultant is in default of his duties in performance of the services as envisaged in the Contract Agreement, the Consultant shall redo, rectify all deficits, inadequacies, insufficiencies pointed out by Owner and authorities before whom the report(s) is submitted within a period of 15 days from the date on which such defects, deficits etc have been communicated to the consultant verbally or in writing as the case may be.

3.5 Indemnification of the Owner by the Consultants

The Consultants shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants or their Sub-consultants; or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Consultants Actions Requiring Owner's Prior Approval:

The Consultants shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) Appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood:

1. That the selection of the Sub-consultant and the terms and conditions of

the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and

2. That the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.7 Reporting Obligations:

The Consultants shall submit to the Owner the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner

3.8 Documents Prepared by the Consultants to Be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4.0 CONSULTANTS ' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in Appendix C may be made by the Consultants by written notice to the Owner, provided:
 1. That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is lesser, and
 2. That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.2 of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel set forth in Appendix C may be increased by agreement in writing between the Owner and

the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6 of this Contract.

4.3 Agreed Personnel

The Consultant hereby agrees to engage the personnel and sub-consultants listed by title as well as by name in Appendix C in order to fulfill his contractual obligations under this contract.

Page | 51

4.4 Removal and/or Replacement of Personnel

- (a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner
 - (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Owner's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree,
 - (1) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (2) The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5.0 Obligations of The Owner:

5.1 Payment

In consideration of the Services performed by the Consultants under this Contract, the Owner shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this contract.

5.2 Services and Facilities

The Owner shall make available free of charge to the Consultant the Services and Facilities listed under Appendix D.

6.0 Payment to the Consultants:

6.1 An all inclusive cost of services and ceiling contract value payable in Indian Rupees is set forth in Appendix C.

6.2 Mode of Payment

Interim payments to the Supervision cum Contract Administration/ Management Consultant, for the consultancy services rendered in accordance with the scope, the terms and the conditions of the Consultancy Contract, will be made by JKSPDC, the Owner in the following manner:

- i. 20% of the Contracted Consideration shall be deemed to have become due for payment on the 16th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
- ii. 40% of the Contracted Consideration shall be deemed to have become due for payment on 31st day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
- iii. 60% of the Contracted Consideration shall be deemed to have become due for payment on the 46th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
- iv. 80% of the Contracted Consideration shall be deemed to have become due for payment on the 61st day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to the satisfaction of the OWNER
- v. 100% of the Contracted Consideration shall be deemed to have become due for payment on the 76th day after the start of rehabilitation work in conformance of the scope and the terms and conditions of contract and subject to completion of work, finalization of Turnkey Contractor's claims and the satisfaction of the OWNER.

6.3 The Consultant shall submit the bills in triplicate to the Owner on Supervision Contractor's printed bill forms indicating the work done by him during the period for which payment is sought.

6.4 The Owner shall cause the payment of the Consultants as per above given in schedule of payment above within fifteen (15) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

6.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the TOR.

6.6 All payments under this Contract shall be made to the account of the Consultants with:

7.0 Fairness and Good Faith:

7.1 Good Faith:

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.

7.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8.0 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the J&K Arbitration & Conciliation Act, 1997 as amended from time to time. Jurisdiction of J&K Courts will apply.

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 (Owner)

Witness:

By _____
Authorised Representative

1.

2.

For and On Behalf of (Consultants)

Witness:

By _____
Authorised Representative

1.

2.

Note: In case of discrepancy between the provisions made herein above and the LOI & TOR, the provision under the LOI & TOR shall prevail.

SAMPLE LIST OF APPENDICES TO FORM
PART OF THE CONTRACT

Page | 54

- A- Description of the Services**
Detailed descriptions of the Services to be provided; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.
- B- Reporting requirements**
Format, frequency and contents of reports; persons to receive them; dates of submission; etc.
- C- Consultants' Personnel**
Titles and names (if already available), detailed job descriptions and minimum qualifications of Personnel to be assigned to work in the Government's country, and man-months for each.
- D- Duties of the Owner**
Service, facilities and properties to be made available to the consultants by the owner
- E- Cost of Services**
Cost of Services

APPENDIX-A

DESCRIPTION OF SERVICES

Page | 55

1. The J&K State Power Development Corporation Ltd. (OWNER) intends to undertake and execute rehabilitation of Civil Works of existing 105 MW Lower Jehlum Hydro Electric Project on River Jehlum Basin in District Baramulla , J&K on turnkey basis under the project for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State.**
2. The purpose of the assignment, being offered vide this information for bidders (IFB), is to provide consultancy services for Supervision including quality control and administration/ management of the turnkey contract proposed to be separately awarded by the JKSPDC for **Renovation, Modernization & Uprating (RMU) of 105 MW Lower Jehlum Hydro Electric Project, Gantmulla, District Baramulla, J&K State** in conformance with the terms, conditions, standards and the technical specifications/ drawings prescribed under the turnkey contract.
3. The Supervision Consultant, besides providing the essential allied contract administration/management services, shall have to deploy a dedicated team of at least 5 no experienced Site Engineers, assisted by 10 no work supervisors and headed by a Construction Manager for the supervision and quality control of works under execution during the period of execution under the control of a Team Leader (Engineer-in-Charge) who will be overall in-charge of the construction activities and deemed accountable/responsible for carrying out the mandate of the Supervision Contract being offered herein.
4. A forced shutdown of the Lower Jehlum Hydel Project is proposed to be taken/shall be taken effected from 1st of October, 2009 to 30th of November,2009 i. e. for a period of 2 months to facilitate the execution of works related to rehabilitation of the Civil Components of the LJHP. As such the rehabilitation works are to be necessarily completed during this period.
5. Time being essence, the Supervision & Contract Management Consultant shall, in light of above, have to prioritize the works, evolve the work plan and the methodology and advise the turnkey contractor in respect of extent and the timelines for resource mobilization and administer the turnkey contract in such a manner that the deadline fixed for execution of the rehabilitation works is strictly adhered to.

APPENDIX-B REPORTING REQUIREMENTS

The outline of the task to be performed by the Supervision Consultant has been elucidated in the terms of reference.

The consultant shall have to submit weekly progress report on the work. At the end of the assignment the consultant shall submit a detailed report, along with “**5 sets of computerized as built drawings**” covering the entire assignment with regard to quality of work, time scheduling, material inspection , challenges faced , recommendation for performance enhancement etc in both hard as well as soft copies.

APPENDIX-C
CONSULTANTS ' SUBCONSULTANTS AND KEY PERSONNEL

APPENDIX-D
DUTIES OF THE OWNER

The consultants shall have to make their own arrangements for completion of the assignments.

APPENDIX-E

(Cost of services)