

**NOTICE INVITING E-TENDERS (E-NIT) FOR
ENGAGEMENT OF CONSULTANT FOR PREPARATION
AND FILING OF PETITION FOR APPROVAL OF CAPITAL
COST OF 450 MW BHEP-I AND 450 MW BHEP-II FROM
THE HON'BLE JERC OF UT OF J&K AND UT OF LADAKH**

E-NIT NO: -JKSPDC/FIN/Tariff/ 03 of 2023

Dated:09-06-2023



*The Jammu & Kashmir State Power Development Corporation Limited
(A Government of Jammu & Kashmir undertaking)*

*Corporate Office: - Exhibition Ground, Opposite Civil Secretariat, Srinagar-190001
Camp office: -Ashok Nagar, Satwari, Jammu-180004*

IMPORTANT INFORMATION

Table A: - Important Information about the e-NIT no.03 Dated: 09.06.2023

Item Description	Notice inviting e-tender for engagement of consultant for preparation and filing of petition for approval of capital cost of 450 MW BHEP-I and 450 MW BHEP-II from the Hon'ble JERC of UT of J&K and UT of Ladakh.
Site Location	Corporate office, JKSPDCL, Jammu
Date of issue of Tender Document	09.06.2023
Availability of Tender Document	e-NIT is available at www.jktenders.gov.in , However, the e-NIT is also available on JKSPDCL official portal www.jkspdcl.nic.in
E-Tender system	The bids shall be uploaded in electronic format on the website www.jktenders.gov.in .
Cost of E-Tender Document and Earnest Money Deposit	Rs. 500/- (Rs. Five Hundred only) for Cost of Tender document and Rs. 5,000/- (Rupees Five Thousand Only) for Earnest Money Deposit in the form of Demand Drafts in favour of General Manager, Accounts, JKSPDCL, Jammu. Cost of Tenders document and Earnest Money Deposit in the form of DD's shall reach the GM Accounts Office by or before the last date of bid submission, however, scan copy of DD shall be attached with the technical bid and uploaded on JK tenders.
Period of Assignment	As per the clause 5 of the E-NIT
Last date& Time for Tender submission	12.00 Noon on 30.06.2023
Pre-bid Conference	Pre-Bid Queries can be submitted online upto 2.00 Noon at 17.06.2023 through email ID: tariffjkpdc@gmail.com Pre-bid meeting will be held on 17.06.2023 at 12.00 Noon
Opening of Technical and Financial Bids	Technical bid will be opened on 30.06.2023 at 2.00 PM and date of opening of financial bids will be intimated separately to the eligible bidders.
Minimum Technical score required to qualify.	70 out of 100
Venue and Time of Tender Opening	Deputy General Manager (Finance), J&K State Power Development Corporation, Camp Office Ashok Nagar Satwari Jammu - 180004 at 2.00 PM.
Contact officer for correspondence and clarifications	<i>Bunty Bhola (Deputy General Manager, Finance)</i> <i>J&K State Power Development Corporation limited,</i> <i>Camp Office Ashok Nagar Satwari Jammu.</i> <i>Cell no:- 94197-02700, 7889739800</i> <i>Email:- tariffjkpdc@gmail.com</i>

1. Introduction

- 1.1. The Jammu & Kashmir State Power Development Corporation Limited, a public sector enterprise of Government of Jammu & Kashmir, is a power generating utility having 22 hydro projects across the UT of Jammu & Kashmir and UT of Ladakh and one Gas Turbine at Pampore, Kashmir. The Corporation in addition to generation of power and operation and maintenance of hydro projects is also identifying, harnessing and developing the hydro projects in the UT of Jammu and Kashmir.
- 1.2. The Corporation intends to get the approval of the Capital cost of BHEP-I and BHEP-II from the Hon'ble JERC of UT of J&K and UT of Ladakh. For this purpose, the JKSPDC intends to engage the services of an experienced Consultant/ Consulting organization.

2. Definitions

In this document, the following terms shall have following respective meanings: -

- 2.1. *JKSPDCL means The Jammu & Kashmir State Power Development Corporation Limited, a Government of Jammu & Kashmir undertaking.*
- 2.2. *450 MW means the 450 megawatts.*
- 2.3. *BHEP means the Baglihar Hydro Electric Power Project situated at Chanderkote, Ramban District (J&K).*
- 2.4. *JERC means the Joint Electricity Regulatory Commission.*

3. Scope of work

The assignment involves the following scope of activities: -

- 3.1. Preparation of separate petitions for approval of Capital cost of BHEP-I and BHEP-II.
- 3.2. Filling up of forms/formats for the Petition as prescribed in regulations issued by Hon'ble Commission from time to time.
- 3.3. Presentation on the capital cost and separate petitions for both the projects i.e., BHEP-I and BHEP-II before the JKSPDC management prior to filing of the same before the Hon'ble JERC for review/comments/suggestions for modifications in the Petitions.
- 3.4. Preparation of final draft petitions incorporating suggestions/advice given by JKSPDC.
- 3.5. Assisting JKSPDC in submission of Final Petition before the Hon'ble JERC of J&K and Ladakh.
- 3.6. Providing assistance to JKSPDC in public hearing before the Hon'ble Commission and in all matters pertaining to the approval of Capital costs of both the projects BHEP-I and BHEP-II of JKSPDC before JERC including

providing clarifications, if any. Preparing detailed response to queries of Hon'ble JERC and finalizing the same based on discussion with JKSPDC.

- 3.7. Preparation and presentation of PPT on the capital cost and petition for presenting before the Hon'ble Commission during the Technical Validation Session and Public Hearing(s), if any.
- 3.8. Providing assistance and furnishing input as desired by Advisory Committee relating to petitions, if any.
- 3.9. Analysing the approval order and suggests the further actions required to be taken and filing of Review Petition, if required.
- 3.10. Any other matter related to the scope of work or/and required for successful completion of assignment i.e., approval of Capital cost of both BHEP-I and BHEP-II by the Hon'ble Commission.
- 3.11. The capital cost incurred on both the projects, if any, after the Commercial operation date of the project shall also be considered for inclusion in the Capital cost to be submitted for approval by the Hon'ble Commission.

4. Eligibility Criteria

- 4.1. Bidder should have experience of preparation of ARR and tariff petitions of hydro projects for at least 3 years in JERC/other state regulators/erstwhile J&K SERC/JERC of UT of J&K and UT of Ladakh.
- 4.2. Experience of preparation of filing of petition for approval of Capital cost of hydro project.
- 4.3. Bidder should have a minimum average financial turnover of Rs. 20.00 Lacs in consultancy business in the last three years.
- 4.4. Bidder should have qualified and experienced personnel having experience of preparation of Petition in any of the States/UT for power generating projects and transmission lines as per the below requirement: -
 - a) A Team Leader having BE/MBA (finance)/CA/CWA or equivalent nomenclature with minimum 5 years of experience in power sector.
 - b) A technical expert BE or equivalent nomenclature with minimum 3 years of experience in power sector.
 - c) Additional team members supporting the team above should have respective qualification and experience in power sector.
- 4.5. *The selection criteria shall be as per the table B as under. Minimum marks required for technical qualification of the firm shall be 70.*

Table B- Selection criteria

S.No	Criteria	Basis	Maximum Marks
1	Preparation/filing of ARR and tariff petitions of hydro projects in JERC/other state regulators/erstwhile J&K SERC/JERC of UT of J&K and UT of Ladakh.	20 marks for first 3 years and 1 mark for every additional year.	25
2	Preparation of filing of petition for approval of Capital cost of hydro project.	30 marks for one assignment and 1 mark for every additional year.	35
3	Minimum average financial turnover of Rs. 20.00 Lacs in consultancy business in the last three years.	6 marks for Rs. 20 lacs turnover and 2 marks for every additional Rs. 10 lacs turnover.	10
4	<u>Experience of Team: -</u>		
	a) Team leader of MBA (Finance)/CA/CWA or equivalent with minimum 5 years' experience	10 marks for the 5 years and 2 marks for each additional year for Team Leader.	14
	b) Technical expert of BE or equivalent having 5 years' experience	10 marks for the 5 years and 1 marks for each additional year for Technical expert.	12
	c) Additional team members supporting the above team having experience in power sector.	4 marks for the additional team member.	04
	Total Marks		100

5. Deliverables

The consultant shall be responsible for the following deliverables:-

S. No	Activity	Time period/duration	Deliverables /events
1.	Preparation of draft Petition for approval of Capital costs of BHEP-I	25 days from the date of receipt of all the required	Report-1

	& BHEP-II including filing of required forms/formats and presentation before the management.	details/information/documents from JKSPDC.	
2.	Comments/suggestions/advice by JKSPDC.	07 days	
3.	Preparation of final petition based on input/advice/suggestions by JKSPDC.	03 days from the date of receipt of comments/advice from JKSPDC.	Report-2
4.	Assistance in submission of petition by JKSPDC to JERC, attending public hearing, if any, providing clarification/additional information as sought by the Commission till passing of Capital approval Order.	As per requirement	As per requirement
5.	Providing assistance & furnishing input during Advisory Committee Meeting. Submission of brief or deliberations of the Advisory Committee to the Commission, if any.	As scheduled by Commission	As per requirement
6.	Assistance and feedback at the public hearing. A brief of the deliberations would be submitted to JKSPDC.	As scheduled by Commission	As per requirement

6. Professional Fee:-

6.1. The bidder should submit their offer as per the following Price Bid format:-

S. NO	Deliverable	Total (all inclusive price)
1	Preparation and filing of petition for approval of capital cost of 450 MW BHEP-I and 450 MW BHEP-II from the Hon'ble JERC of UT of J&K and UT of Ladakh.	

6.2. Professional fee quoted shall be inclusive of all travel, stay, office expenses, out of pocket expenses, cost of producing documents, making Power Point presentations before JKSPDC and other state level forums as may be required or any other sundry charges, etc.

6.3. The Corporation will not be required to pay and/or reimburse anything over and above the contract price.

6.4. The offer should include all tax liability under income tax, service tax, professional tax, and any other tax applicable in J&K UT or any other authority of the Govt or the UT Govt.




- 6.5. The price quoted by the firm shall be firm and final.
- 6.6. If during the currency of the contract, the taxes are revised by the Govt any increase/decrease shall be to the account of Owner.

7. Payment Schedule:

S. No	Instalment	Milestone	Payment (% of contract value)
1.	First	Submission of draft petition, presentation to management incorporating changes/corrections/modifications etc to JKSPDC	35%
2.	Second	Filing of Petitions before JERC	25%
3.	Third	Issuance of approval Order by JERC	20%
4.	Fourth	Further course of action, as advised by Consultant upon receipt of approval order	20%

8. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity and shall furnish its independent professional expert opinion. The Consultants shall ensure completion of the assignment with utmost efficiency, discipline and punctuality.

9. Liquidated Damages

If the consultant fails to complete the works within the time fixed by the client, the client shall recover from the consultant as liquidated damages, a sum of half percent (0.5%) per week of the contract price and the total liquidated damages thus recovered shall not exceed 5% of the total contract price.

10. Confidentiality

The Consultant shall not, during the term of this Contract and after its expiration disclose any proprietary or confidential information relating to the services of this Contract or the Client's business or operations without the prior written consent of the Client.

11. Ownership of Material

Any studies, reports or other material prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

12. Consultant NOT to be engaged in Certain Activities

The Consultant, or any entity affiliated with the Consultant, engaged by the JKSPDCL shall in no case represent or give opinion or advice to other stakeholders in any matter which is adverse to the interest of the JKSPDCL. This would constitute a material breach of Contract.

13. Termination

The JKSPDCL may, in their discretion, terminate the Contract in the event of the Consultant failing to meet the contractual obligations or any material breach of

Contract. Prior to that JKSPDCL will give in writing the reasons for terminating the contract.

14. Force majeure

Neither the consultant nor the client shall be considered in default in performance of its obligations here under if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or any other act of God, provided notice in writing of such cause with necessary evidence that the obligation under the contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event. In case the force majeure conditions prolong beyond a continuous period of 60 days, the client may at its option terminate the contract by a notice in writing. In case of contract termination due to force majeure continuing beyond 60 days, all payments due to the consultant for the work completed by him till termination shall be paid to him.

15. Dispute Resolution

In the event of any dispute or differences relating to interpretation and the application of the provisions of contract between the parties, the same shall be settled to the extent possible amicably between the parties. In case parties are unable to settle the dispute amicably each party shall appoint one arbitrator and third arbitrator shall be nominated by the said two arbitrators. The rules governing the proceeding before the arbitrator shall be those as per Act in vogue in UT of Jammu & Kashmir and the rules made there under. The venue of arbitration proceedings shall be in the UT of Jammu & Kashmir.

16. Other terms and conditions

16.1 Original copy of the **Cost of tender document and EMD** shall be payable and submitted in the office of General Manager Accounts, JKSPDCL, Ashok Nagar, Satwari, Jammu by or before the last date of bid submission super scribed "**E-Tenders (E-NIT) for the engagement for preparation and filing of petition for approval of capital cost of 450 MW BHEP-I and 450 MW BHEP-II from the Hon'ble JERC of UT of J&K and UT of Ladakh.**" and payable at Jammu.

16.2 The Quotations will be opened on the same day or any other day convenient to JKSPDCL in presence of bidders who may like to be present.


(i) The list of documents to be attached in the e-technical bid by the firm is as under:-

- ✓ Standard format for submission of technical details as per the Annexure A attached.
- ✓ Demand draft of Rs.500/- for the cost of tender document
- ✓ Earnest Money Deposit of Rs. 5000/- in the form of Demand Draft.
- ✓ All submitted documents should be signed by the Firm

- ✓ Registration certificate of the firm issued by the Institute of Chartered Accountants of India and / Institute of Cost Accountants of India/other relevant registration.
- ✓ Copies of appointment orders for preparation of ARR and Tariff petition and approval of Capital cost with CERC/SERC/erstwhile J&K SERC/JERC of UT of J&K and UT of Ladakh in evidence of experience.
- ✓ Annual accounts of the firm for the last three years.
- ✓ Proof of qualification of team leader/technical and other experts.
- ✓ Copy of PAN Card.
- ✓ All the bids will be evaluated on the basis of the documents furnished along with application only.
- ✓ All submitted documents should be signed by a partner/director with his name and under the seal of the firm/company respectively.

- 16.3 The selected firm shall not sublet or assign the awarded job or any part thereof.
- 16.4 The Bidder shall bear all costs associated with the preparation and submission of its bid and JKSPDC will in no case be responsible or liable for those costs regardless of the outcome of bidding process.
- 16.5 The Contract shall be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and technically qualified and who will offer the lowest bid.
- 16.6 The consultant is required to furnish the performance security within 14 days of issuance of Letter of Award (LOA) @ 10% of the total value of the contract.
- 16.7 Failure of successful bidder to furnish Performance Security within 14 days of receipt of Letter of Award (LAO) shall constitute breach of contract, cause for annulment of the award, forfeiture of Bid Security.
- 16.8 EMD of all bidders shall be released without any interest thereon, after determination of lowest bidder
- 16.9 JKSPDC reserves the right to accept or reject any bid, and to annul the process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders.
- 16.10 Taxes shall be deducted at source as per applicable laws.
- 16.11 The Valuer/company/individual/partnership is not blacklisted, no investigation is pending and no court case is pending against it.

For & on behalf of JKSPDC Ltd.


 (Bunty Bhola)
 Deputy General Manager (Finance)
 JKSPDCL, Corporate Office,
 Jammu

Copy to the:-

1. Executive Director, Civil, JKSPDC
2. Executive Director, Electric, JKSPDC
3. Director Finance, JKSPDC.
4. Senior General Manager, Electric, Corporate office, JKSPDCL
5. Director Information, Jammu for publishing the Gist of NIT attached herewith in one local daily newspaper and 2 national daily newspapers.
6. General Manager, Accounts, Jammu for information.
7. AM (IT) for uploading the tender on the JKSPDC website.
8. PA to MD for Information of Managing Director, JKSPDCL.
9. Receipt section for receiving the tenders and keep them in safe custody.
10. Notice Board/Website.

