

Request for Proposal (RFP)

for

Engagement of Consultants
for evaluation of Pre-feasibility Report
(PFR)-47 Nos. and Detailed Survey &
Investigation (DSI)-08 Nos., Preparation of
Detailed Project Report (DPR),
Structuring of hydel projects for
development through PPP mode, Bid
process management and
supervision &
implementation of
construction of micro and
mini hydel projects across
the Jharkhand



Jharkhand Renewable Energy Development Agency (JREDA)

328/B, Road No. 4, Ashoknagar, Ranchi. Ph. : 0651-2246970,2247049,
2240692; Fax : 0651-2240665, E-mail : info@jreda.com;

Website : www.jreda.com

TABLE OF CONTENTS

S. No	Contents	Page no.
1	Section I: Invitation for Proposals (IFP)	3
2	Section II: Instructions to Respondents (ITR)	5
3	Section III : Scope of Work (SOW)	16
4	Section IV: Technical Proposal- Formats	17
5	Section V: Draft Agreement for engagement	20
6	Financial Bid	32

SECTION I: INVITATION FOR PROPOSALS (IFP)

1. Jharkhand Renewable Development Agency (JREDA) is a state nodal Agency under the administrative control of the Energy Deptt, Govt of Jharkhand.
2. JREDA is responsible for development of Hydro Power projects up to **25 MW capacity**, therefore desires for laying down appropriate legal, commercial, institutional and financial framework for addressing the diverse issues of servicing these investments. In its endeavour for Hydropower development in the State, JREDA has got identified few Hydro Power sites on rivers/ canals and has already conducted PFR reports for such 47 sites.
3. JREDA invites a proposal for engagement of consultants/consultancy agencies for development of Micro and Mini Hydel Projects (**up to 2000 KW** Capacity) in the State.
4. Firms/Agencies/Consultants having experience in Mini/ Micro or Small Hydro are eligible to participate in this engagement process. The firm should have financial capability to undertake the assignment and key personnel should have experience in executing eligible assignments as specified in RFP document.
5. The RFP includes the following documents:
 - o Section I - Invitation for Proposals (IFP)
 - o Section II - Instruction to Respondents (ITR)
 - o Section III - Scope of Work (SOW)
 - o Section IV - Technical Proposals (TP) -with formats
 - o Section V – Draft Agreement for engagement
6. The “Request for Proposal” for Engagement is available on the website **www.JREDA.com**, for download and can also be obtained from the JREDA office . Cost of R.F.P document is Rs 5000.00 (Rs. Five thousand only) which is payable in the form of Bank Draft favouring Director, JREDA.
7. Proposals can be submitted up to 03.04.2012.
8. The Competent Authority reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
9. JREDA intends to select consulting firms/organizations in accordance with the selection procedure given in this RFP
10. Time, Date and Place for opening of Proposals: 03.04.2012 at 15:30 Hrs

Address for Communication:

Director
JREDA

SECTION II: INSTRUCTIONS TO RESPONDENTS (ITR)

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Agreement have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) “Proposals” means proposal submitted by respondents in response to the RFP issued by Jharkhand Renewable Energy Development Agency (JREDA), on behalf of Government of Jharkhand for engagement of Consultants.
- c) “Competent Authority” means the Administrative Secretary to the Government of Jharkhand (GoJ) or any other officer nominated as such.
- d) “Committee” means committee constituted for evaluation of Technical Proposals.
- e) “Consultant” means Firm/Agency/Individual Expert on the panel drawn up in pursuance of this RFP, which will provide the services to JREDA.
- f) “Agreement” means the Agreement signed by the parties for engagement along with the entire documentation specified in the RFP.
- g) “Day” means Calendar day
- h) “Effective date” means the date on which the agreement comes into force and effect.
- i) “ITR” means Instructions to Respondents, specified in Section II of RFP
- j) “IFP” means Invitation for Proposals, specified in Section I of RFP
- k) “Government” means the Jharkhand State Government.
- l) “Member” means any of the entities that make up the joint venture / consortium /association, in relation to responding to this RFP.
- m) “JREDA” means Jharkhand Renewable Energy Development Agency ,
- n) “Personnel” means professional and support staff provided by the Consultant detailed to perform services to execute an assignment and any part thereof.
- o) “SOW” means Scope of Work for the Respondents, specified in Section III of RFP.
- p) “Services” means the work to be performed by the Consultants pursuant to the engagement by JREDA and to the agreement to be signed by the parties in pursuance of any specific assignment awarded to them by JREDA.

3. Introduction

Hydro-electricity is generated by utilizing the potential energy that is automatically released by moving or falling water from a higher elevation area to a lower elevation area. This force is applied to drive a large turbine; a wheel that is connected to a power generator. As the wheel turns, the mechanical energy is converted to electrical energy. Hydro-power generation is an economically & environmentally attractive energy supply alternative for new developments in power deficit scenario especially in remote locations. It is one of the oldest renewable energy techniques known to the mankind for generation of electricity.

Micro/ Mini hydro is the application of hydroelectric power on a commercial scale serving a small community or medium sized industry.

The projects under the scheme will be subject to Quality Monitoring Mechanism.

2.1 Conflict of Interest

JREDA requires that the Consultants should provide professional, objective, and impartial advice purely based on standard and accepted technical norms and at all times hold the JREDA's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The norms should be based on sound engineering principles guided by all connected codes and guidelines issued from time to time by central and state authorities.

2.2 Validity of Proposals

Proposals shall remain valid for the period of engagement as prescribed in RFP. A Proposal valid for shorter period may be rejected as non-responsive.

2.3 Right to accept Proposal

JREDA reserves the right to accept or reject any Proposal, and to annul the Engagement process and reject all Proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

2.4 Fraud and Corruption

JREDA requires that the Consultants empanelled through this RFP must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy,

JREDA: (a) defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of JREDA or any personnel of Consultant(s) in contract executions.
 - (ii) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to JREDA, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive JREDA of the benefits of free and open competition;
 - (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the JREDA in Section III.
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- (b) will reject a proposal for award, if it determines that the Respondent recommended for award, has been determined by JREDA to having been engaged in corrupt, fraudulent or unfair trade practices.
- (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

2.5 Other Conditions

The consultant would be assigned micro/mini Hydel projects in Jharkhand for supervision during construction period.

The bidders will be required to quote on the basis of percentage of the approved project cost (cost approved by MNRE, GOI)

3. Clarifications and amendments of RFP Document

3.1 RFP Clarifications

During technical evaluation of the Proposals, JREDA may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by JREDA.

3.2 Amendments in RFP

At any time prior to deadline for submission of proposal, JREDA may for any reason, modify the RFP. The prospective Respondents having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them.

4. Process for Engagement of Respondents

JREDA intends to engage of Consultants /consultancy agencies for development of Micro and Mini Hydrel Projects. The scope of work is indicated in Section III.

5. Eligibility Criteria

The bidders must meet the following eligibility criteria

- o Turnover: Average turnover of Rs. 50 Cr per year and above in the last three years only for consultancy services
- o Experience: Firms/Agencies/Consotorium/ Consultants having experience of at least 10 years in hydro . Supervised /implemented at least two or more hydro projects of minimum 500 Kw capacity.

5.1 Disqualifications

JREDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:

- a. Submitted the Proposal documents after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding two years;
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related there to, when sought;
- f. Submitted more than one Proposal;
- g. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- h. Submitted a proposal with price adjustment/variation provision.

6. Request for Proposal

The Respondent is expected to examine all the instructions, guidelines, terms and condition and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at Respondent's own risk and may be liable for rejection. The entire set of RFP is available for download at: www.jreda.com

7. Pre Proposal Queries

The prospective Respondent, requiring any clarification on RFP may notify the same in the form of query to JREDA latest by 02.04.2012. JREDA response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the website for all the prospective Respondents interested in submitting the Proposal.

8. Preparation of Proposal

The Respondents shall comply with the following related information during preparation of the Proposal-

- a. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.

- b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent. The letter of authorization shall be indicated by authenticated Power of Attorney and shall accompany the Proposal.
- c. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the Respondent to enable the proposal to be returned in the case it is declared late , and for other purposes.
- d. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- e. Respondents are not permitted to modify, substitute, or withdraw Proposals after its submission

9. Submission, Receipts and Opening of Proposals

The Respondent shall submit the proposal in which the covering letter (Form 1) shall be in hard copy. However, during the course of evaluation of Proposal, as well as during the period of agreement, the competent authority has the right to carry out a due diligence in a fashion relevant to understand the facts.

9.1 Deadline for submission of Proposals

Proposals from Respondents, complete in all respects must be received by JREDA at the address specified in Section 1 Clause 10.

Last Date for Submission of Proposal: 03.04.2012

Time for submission: 03.04.2012 up to 15:00 HRS

9.2 List of documents to be submitted as part of Proposal

9.2.1 Form I: Proposal Form

- i. Covering letter for engagement of Consultants in Form 1 of Section IV.

9.2.2 Form II: Technical Proposal – details

Applicants shall submit the technical proposal in the formats (T-1 to T-6) of section IV (the “Technical Proposal”). While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) A brief description of the firm (including joint venture/consortium member) and an outline of the relevant past experience on assignments and highlighting at least two experiences on development of Hydro Power Projects in the format given in Form.
- b) The composition of the team of personnel which the Consultants would propose to provide with the details of name of the key personal, his area of expertise, position and the tasks which would be assigned to each team member.
- c) Curricula Vitae of the individual staff members 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 -
- d) Any comments or suggestions of the Consultants on the Terms of reference as given in For
- f) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

JREDA reserves the right to verify all Statements, information and documents, submitted by the Applicant in response to the RFP. Failure of JREDA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of JREDA there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by JREDA without JREDA being liable in any manner whatsoever to the Applicant or consultancy, as the case may be.

In such an event, JREDA shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to JREDA for, inter alia, time, cost and effort of JREDA, without prejudice to any other right or remedy that may be available to JREDA.

9.2.3 Form II: Financial Proposal – details

Applicants shall submit the financial proposal in the formats at Annexure-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities including the Service Tax. For the avoidance of doubt, it is clarified that all taxes as are applicable or may become applicable shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

9.3 Submission of Proposals by Respondents

Respondent shall submit responses (referred to as ‘Proposals’ herein) only to the contact person mentioned in Clause 10 of Section 1.

9.4 Proposal Opening

Proposals will be opened in the presence of the Respondents who choose to be present, at **15:30 HRS on 03.04.2012** at the address indicated.

10. Evaluation Criteria and Evaluation of Proposals

JREDA will form an Evaluation Committee with assistance of its technical expert M/s BIT Mesra to evaluate the Proposals submitted by Respondents for a detailed scrutiny. During evaluation of Proposals, JREDA, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for evaluation of Proposals is as given below-

Technical Evaluation: If a Technical Proposal is determined as not substantially responsive, JREDA will reject it. Technical Proposals conforming to eligibility criteria will be taken up for detailed technical evaluation. The Respondents would be required to make presentation before the Technical Committee if required, for which intimation would be given to the Firms/Agencies/Consultants with a notice of at least 7 days along with date, place and time of such presentation. The parameters and weightages to be used for technical evaluation will be as follows:

- o Past Experience 50 Marks
- o Manpower Strength 30 Marks
- o Methodology and time schedule 20 Marks

Sr. No	Description	Break up
1	Experience in work of similar nature	50 Marks
1.1	Number of years of experience in relevant Power Sector <ul style="list-style-type: none">o 03 - 05 yearso 06 – 10 Yearso More than 10 Years	10 Marks 3 7 10
1.2	Number of assignments in power sector within last three years <ul style="list-style-type: none">o 2 Assignmentso 3 Assignmentso 5 Assignmentso 10 Assignments and above	20 Marks 5 10 15 20
1.3	Number of assignments of Project Management/ Implementation Activities in relevant power sector within last three years <ul style="list-style-type: none">o 2 Assignmentso 3 Assignmentso 4 Assignmentso 5 Assignments and above	20 Marks 5 10 15 20
2	Manpower Strength	30 Marks

2.1	Full time Professionals(which may also include C.A, Legal expert, etc) <ul style="list-style-type: none"> o 5-9 Professionals o 10 and above Professionals 	10 Marks 5 10
2.2	Qualification of the personnel (relevant to Power Sector) <ul style="list-style-type: none"> o Diploma o Graduate o Post Graduate 	10 Marks 5 8 10
2.3	Skills and competencies relevant to Power Sector <ul style="list-style-type: none"> o 1 – 4 Projects o 5 – 10 Projects o More than 10 Projects 	10 Marks 2 5 10
3	Proposed Methodology Work Plan and Time Schedule for each of the proposed Activities	20 Marks

Note: Based on the number of personnel, their qualifications, marks will be awarded on a proportionate basis.

Evaluation Method: It will be Quality cum Cost Basis Selection (QCBS). Bids of all Bidders shall be evaluated based on the above mentioned criteria to arrive at a Technical Score for Each Bidder. Only bids having a Technical Score greater than 70 marks shall be qualified for the next stage: i.e. opening of the Financial Bid. The bidder attaining a Technical Score lower than 70 marks shall be disqualified and their respective Financial Proposal shall not be opened.

Subsequently, The Financial Bids of only those Bidders that have qualified as per the criteria mentioned above shall be opened. The Financial Bids shall be evaluated and a Financial Score shall be determined for each bidder. The Financial Score shall be calculated based on the following formula:

$$Sf = 100 \times Fm / Fx$$

Where Sf shall mean the Financial Score of the bidder to be evaluated;

Fm shall mean the lowest price offered among all the bidders; and

Fx shall mean the price quoted by the bidder to be evaluated.

The Technical Score of the Bidder multiplied by 80% and to which Financial Score worked out above multiplied by 20% will be added. The bidder with highest total score will be Successful Bidder.

11. Engagement

Consultant would be engaged for two years with JREDA from the date of signing the agreement. However, the assignments/ projects in hand at the time of completion of two year period would have to be completed by the Consultant within time period as may be mutually agreed.

12. Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Respondents or any other persons not officially concerned with such process until the engagement process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of JREDA, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Agreement.

SECTION III:

SCOPE OF WORK (SOW)

1. Scope of Work

1. Evaluation of 47 Nos of PFR.
2. preparation of PFR for another 21sites.
3. Evaluation of 8 Nos of DSI and preparation of DSIs for remaining sites.
4. Preparation of Detailed Project Report for 68 Projects.
5. Preparation of bid documents taking into account site conditions, approved specifications, legal provisions and codal (financial) stipulations.
6. Evaluation of bids and providing advice regarding vendor selection.
7. Project planning and scheduling
8. Supervision and monitoring of construction activities in terms of quality control, adherence to specifications/drawings and project schedules. Regular reports of progress including any shortcomings shall be submitted to JREDA as may be directed. Besides, the shortcomings shall be got rectified under intimation to JREDA
9. Providing advice and furnishing all relevant data to enable clearances from various agencies. He will also be responsible for pursuing matters pertaining to these clearances.
10. Verifying the payment claims of contractor responsible for execution which shall be subject to further scrutiny by the department.

2. Period of Engagement

Consultant would be engaged for two years with JREDA from the date of signing the agreement. However, the projects in hand at the time of completion of two year period would have to be completed by the Consultant within time period as may be mutually agreed.

3. Terms of Payment:

20% payment due on a project on award of contract.
Payment proportional to expenditure of work subject to maximum of 70% of work.
Balance 30% payment after one month of successful commissioning.

SECTION IV: TECHNICAL PROPOSAL (TP) - FORMATS

The following are the response formats to be used by Consultants for Proposals related to engagement of Consultants:

S.No	FORM	DETAILS
	A. Form I: Proposal Form - Covering Letter for engagement of Consultants	
	B. Form II: Technical Proposal formats	

A. PROPOSAL FORM

The Respondents are required to submit the covering letter in the Form I. This Form should be in the letter head of the Respondents, who are submitting the proposal.

FORM I Covering Letter (on Respondent's letterhead)

Date:

To,
Director,
Jharkhand Renewable Energy Development Agency
.....
.....
Jharkhand

Dear Sir,

Sub: Proposal for Engagement of Consultants for Renewable Energy Sources

1. Having examined the RFP, we, the undersigned, offer to Propose for the Engagement of Consultants with JREDA, in full conformity with the said RFP.
2. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Pre-qualification and Technical Proposal, the duly notarized written power of attorney, and all attachments including the presentation to be made to the evaluation Committee, if required, it shall remain binding upon us and at any time before the expiration of the **period of engagement**.
4. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We understand you are not bound to accept any proposal you receive.

Signature..... In the capacity of..... Duly
authorised to sign Proposal for And on behalf of.....

Date..... Place.....

B. Technical Proposal Formats

The Respondents are required to submit their Technical Proposals in the formats given at form no 1 to 7.

SECTION V: AGREEMENT FOR ENGAGEMENT

DRAFT AGREEMENT FOR ENGAGEMENT

THIS AGREEMENT is made on theday of 2012 between **Jharkhand Renewable Energy Development Agency (hereinafter called " JREDA")** on one part and _____ (hereinafter called "the Consultant") of the other part:

WHEREAS

- a) The JREDA is desirous that the empanelled Consultant should provide consultancy services as per the Scope of work
- b) The Consultant, having represented to the JREDA that he has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Background

- a) The agreement shall begin from the date of signing of the agreement. Expression of Interest / Request for Proposal for specific assignment/ activity would be issued to adequate number of category specific empanelled Consultants for submission of Techno-Commercial Proposal to the specific project.
- b) These conditions shall apply to the extent that provisions in other parts of the agreement do not supersede them. For interpretation words and expressions shall have the same meanings as are respectively assigned to them in the RFP
- c) The following documents in relation with RFP issued for Engagement of Consultants shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) Invitation for Proposals (IFP)
 - b) Instructions to Respondents (ITR)
 - c) Scope of Work (SOW)
 - d) Technical Proposal (TP)
 - e) Presentation made to the Technical Evaluation Committee

2. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'JREDA' and 'the Consultant'. The Consultant subject to this agreement for engagement has complete charge of its personnel in performing the services under the Project executed by JREDA from time to time. The Consultants shall be fully responsible for the services performed by them or on their behalf hereunder.

3. Standards of Performance

a) The Consultant shall perform the services and carry out their obligations under the Agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this agreement as faithful advisor to JREDA. The Consultant shall always support and safeguard the legitimate interests of JREDA, in any dealings with the third party. The Consultant shall abide by all related the provisions/Acts/Rules etc. prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

b) JREDA requires that Consultants must provide professional, objective, and impartial advice and at all times hold the JREDA's interests paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Consultant is also required to furnish a Statement of Non Conflict along with their technical bids. It is also advised that the Consultants should also refrain from responding to requests (EOI / RFP), related with JREDA Projects, where such Conflict of interests exists.

4. Consultant Personnel

The Consultant shall employ and provide such qualified and experienced personnel as may be required to perform the services under the SOW assigned by JREDA.

5. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Agreement shall be interpreted in accordance with the laws of the Union of India and State of Jharkhand.

6. Intellectual Property Rights

No services covered under the Agreement shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the JREDA from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, JREDA shall be defended in the defense of any proceedings which may be brought in that connection.

7. Governing Language

The Agreement shall be written in English Language. English version of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the agreement, which are exchanged between the parties, shall be written in the English Language.

8. Performance Assessment

If the consultant fails to execute the assignment taking into consideration the job requirements, then JREDA may rescind the Agreement and shall be free to get it done from other Consultants at the risk and costs of the appointed Consultant. JREDA may debar the Consultant for applying in the future also.

9. Period

The consultant would be empanelled for **two years** with JREDA from the date of signing of the agreement or till the completion of the project assigned to him or on the expiring of two years, whichever is later.

10. Termination of association with JREDA

The empanelled Consultant's association with JREDA will terminate in following two ways:

- i. The term of Agreement expires
- ii. Termination of Agreement by JREDA due to non-performance during the execution of Project
 - a. Performance is below expected level

- b. Non adherence to the timelines of the Project
- c. Quality of work is not satisfactory

11. Resolution of Disputes

If any dispute arises between parties, then the matter shall be referred to administrative Secretary to the Government of Jharkhand in the Jharkhand Energy Development Agency (JREDA), where decision shall be final and binding on both the parties.

12. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of Jharkhand High Court, Ranchi only.

13. General

The mutual rights and obligations of JREDA and the Consultant shall be as set forth in the Agreement, in particular, the Consultant shall carry out the services in accordance with the provisions of the Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year written above

For and on behalf of **JREDA**

For and on behalf of

[Authorized Representative]

[Authorized Representative]

(Director JREDA)

()

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories]

FORM NO. T- I

From: To:

Sir,

Hiring of consultancy for _____ Regarding
I/we _____ consultancy/ firm herewith enclose Technical
Proposal for selection of my/our firm as Consultant for _____.

Yours faithfully

Signature
Full Name & Address
Seal

FORM NO.T-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/Firm by authority of its governing body.

Signature
Full Name & address
(Seal)

FORM NO. T- 3

ASSIGNMENTS OF SIMILAR NATURE DURING LAST 5 YEARS

Brief Description of the Firm (Including Consortium/Joint Venture):

S.NO	Name of the assignment and brief scope	Name of the Project	Client of Project assignment	Assignment Awarded By	Cost of the Assignment	Date of Commencement	Date of completion	Assignment satisfactorily completed
1	2	3	4	5	6	7	8	9

The firm also has to give details of the On-going similar assignment in the above format. The above mentioned work experience must be supported by documentary evidence.

Signature
Full Name & address
Seal

Note : please attach documentary proof.

FORM NO. T-4

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

Team Leader/Regulatory Affairs/Technical / Financial/ Legal Key Members of the Team for carrying out Tile Assignment (Including Members of Joint Ventures/Consortium member)

S.No	Name	Position	Qualification	Area of Expertise	Task Assignment
1	2	3	4	5	6

Signature
Full Name & address
Seal

FORM NO. T- 5

(SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF TRANSACTION TEAM)

Name of Firm	
Name of Staff	
Current Position	
Years with Firm	
Nationality	
Relevant Experience	
Employment Record	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

Date: Full name of Staff Member: Full name of Authorized Representative:

Signature
Full Name & address
Seal

Form No T- 5 (a)

(Qualification and experience of the key personnel)

S.No	Name of the Key Personnel	Position	Qualification	Experience

Signature
Full Name & address
Seal

FORM NO T-6

(COMMENTS/ SUGGESTIONS OF CONSULTANTS)

On the terms of Reference:

1.

2.

3.

4.

Signature
Full Name & address
Seal

FORM NO. F-1

(Format for Financial Proposal)

From:

To:

Sir,

Hiring of Consultants for

I/we _____ Consultants/ Consultants firm herewith enclose Financial Proposal for
selection of my/our firm as Consultants for _____

Signature
Full Name & Address
Seal

FORM NO. F – 2

(SCHEDULE OF PRICE BID)

(To be submitted with financial offer in second envelope)

Consultants for the assignment of Bid Process Management given in the Terms of Reference.

Item	Lump Sum Amount	
	In figures	In words
Consultants service charges Per Hydro Power Project for new sites		
% of approved cost of the project assigned		

Note :

- 1) The price should include overhead / out of pocket expenses, travel, boarding, lodging, visits to site, all Taxes /Duties including Service Tax .
- 2) The prices shall remain FIRM till completion of the Assignment.

Signature
Full Name & Address
Seal