

**REQUEST FOR PROPOSAL  
FOR  
APPOINTMENT OF AN AGENCY FOR ENERGY  
AUDITING AND PROVIDING ADVISORY  
CONSULTANCY FOR BID PROCESS  
MANAGEMENT FOR ENGAGING IMPLEMENTING  
AGENCY FOR REPLACEMENT OF AG-PUMP SETS  
WITH ENERGY EFFICIENT PUMP SETS IN CHOMU  
DIVISION TN-02/2010**



**JAIPUR VIDYUT VITRAN NIGAM LIMITED**

## **GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF**

**JAIPUR VIDYUT VITRAN NIGAM LIMITED( COMMERCIAL WING)  
JANPATH, JYOTI NAGAR, JAIPUR-302005**

**TELEPHONE: - 0141 2747040**

**FAX: - 0141-2744803**

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF AN AGENCY FOR ENERGY AUDITING AND PROVIDING ADVISORY CONSULTANCY FOR BID PROCESS MANAGEMENT FOR ENGAGING IMPLEMENTING AGENCY FOR REPLACEMENT OF AG-PUMP SETS WITH ENERGY EFFICIENT PUMP SETS IN CHOMU DIVISION TN-02/2010**

<b>Last Date &amp; time of receipt of tenders</b>	<b>02.06.2010 upto 2:30 PM</b>
<b>Date &amp; time of opening of tenders</b>	<b>02.06.2010 at 3:00 PM</b>
<b>Cost of Bid Document</b>	<b>Rs. 2500.00 ( Rs. Two Thousand Five Hundred only)</b>
<b>Validity</b>	<b>120 days after the date of opening of tender.</b>
<b>Earnest Money</b>	<b>Rs. 50,000.00 (Rs. Fifty Thousand only)</b>

**NOTE :**

- i) The bidders , in their own interest, are advised to go through the complete Bid documents carefully.**
- ii) This RFP is for selecting an agency for carrying out Energy Auditing of 25000 Nos. Ag-pumps of Chomu Division of Jaipur Discom. After preparation/ submission of DPR for Ag-pumps this agency shall prepare RFP, provide advisory consultancy for bid process management for selection of another agency (Implementing Agency) and monitor the entire pump replacement process. The Implementing Agency shall implement the replacement of existing Ag-pumps by energy efficient pumps.**

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## **A. QUALIFICATION AND SKILL REQUIREMENT FOR BIDDER**

The Bidder should possess the following qualification at his own to meet out the qualification criterion (furnish adequate form, statements and documentary evidence/certificates in proof of the following criteria):

- a) Consultant should be empanelled with BEE as an ESCO.
- b) Consultant should have provided assistance for conducting the feasibility study, availing the grant/subsidy for at least one renewable energy/energy efficiency project with project cost more than Rs. 100 cr.
- c) The consultant should have a minimum turnover of 100 crore in any of the last three financial years or cumulative turnover of 150 crore in last three years. Certified copies of audited Annual Accounts need to be furnished as evidence.
- d) Consultant should have experience of conducting at least one bid process management assignment for energy efficiency / renewable energy efficiency in last three (3) years.
- e) Consultant should have experience of at least five (5) successfully completed Bid Process Management assignments in the last five (5) years.
- f) Consultant should have completed at least 4 energy efficiency related advisory assignments.
- g) Joint Venture /Association/Consortium is not allowed

Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. A Bidder shall be disqualified if it is determined by the Client at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. The bidders shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.

## SECTION 1 : INFORMATION TO CONSULTANTS

### Introduction

- 1.1 The consultants are invited to submit a 'Technical Proposal' including qualification requirements of the bidder and a 'Financial Proposal', as specified in the Data Sheet (the Proposal) for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.2 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.3 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.4 The consultants shall provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.5 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.6 The Consultant shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the Client of the benefits of free and open competition.

- (b) will reject a proposal for award if it determines that the firm selected for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- 1.7 Consultants shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

#### **CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS**

- 1.8 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet.
- 1.9 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent to bidders who have already purchased the bid document by paper mail, cable, telex, facsimile, or electronic mail to the address mentioned in the application for bid document. The Client may at its discretion extend the deadline for the submission of Proposals.

#### **PREPARATION OF PROPOSAL**

- 1.10 Consultants are requested to submit a Proposal written in the language(s) specified in the Data Sheet. The tender offer shall be furnished in two parts in the following manner:

i) One small size envelope for proof of depositing / furnishing the Earnest money / valid competency certificate/ Registration certificate. This envelope shall be duly sealed & super scribe "**Earnest Money for Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN 02/2010**". EMD shall be Rs. 50,000/- in the form of DD in favor of AO (Cash), JVVNL, Jaipur.

ii) Another envelope duly sealed and super scribed "**TECHNICAL PROPOSAL**". In this part of bid tenderer will have to furnish confirmation in regard to all our technical requirement and commercial terms and conditions alongwith details required in various schedules

"**EXCEPT THE PRICE SCHEDULE**" so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirms to our commercial terms and conditions or not. The technical bid should be submitted in **file cover duly marked page number**.

iii) The third envelope duly sealed and super scribed "**FINANCIAL PROPOSAL**". The financial proposal shall include submission of details of prices as per format **4 A** of the RFP.

iv) And the fourth big size duly sealed envelope for covering the above three envelopes which shall be super scribed "Tender Offer Against Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN-02/2010" & below this the following address shall be indicated.

**THE CHIEF ENGINEER (COMMERCIAL),**

**JANPATH, JYOTI NAGAR,  
JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR-302005**

(PLEASE NOTE THAT BID RECEIVED AFTER SPECIFIED TIME ON DUE DATE OF OPENING WILL NOT BE ACCEPTED AND SUCH OFFERS SHALL BE IGNORED)  
(ALL THE ABOVE ENVELOPES SHALL BE DULY SEALED INDIVIDUALLY)

**TECHNICAL PROPOSAL**

1.11 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

1.12 While preparing the Technical Proposal, consultants must give particular attention to the following:

I. The responsibility of quality and timeliness of the deliverables and implementation of the project will be with the bidder.

II. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional and Support team staff-months estimated by the firm.

III. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

IV. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

V. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position

VI. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's language.

VII. The consultant shall perform all the activity as enumerated in the scope of work and shall also provide necessary support.

1.13 The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

a. A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- c. A description of the methodology and work plan for performing the assignment (Section 3D).
- d. The list of the proposed staff team, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- e. CVs recently signed by the proposed key professional staff and the Support team members; and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last five (5) years.
- f. Estimates of the total staff effort (professional and Support team; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- g. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- h. Information in respect of meeting the qualification criteria with supporting documents (Section 3 I).
- i. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

## **FINANCIAL PROPOSAL**

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Standard Forms (Section 4).

**1.14 The consultant is required to furnish their financial proposal for 'Fixed charges' only, for carrying out various activities as per the scope of work and on terms & conditions mentioned in the bid document.**

**SUCCESS FEES:** In addition to the above the consultant is also entitled to get maximum 1 % of the project cost in terms of Success fee from the Implementing Agency. However, Consultant and Implementing Agency will enter into the separate contract for the same and JVVNL will not be responsible for paying out the amount of success fee.

The charges/ price indicated should be inclusive of all taxes & duties. Any tax/ duty payable shall be borne by the consultant and any statutory increase in the taxes/ duties in future shall be borne by Consultant and decrease shall be passed on to JVVNL.

- 1.15 The Financial Proposal should clearly identify, as a separate amount, the local taxes , duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than Indian nationals); unless the Data Sheet specifies otherwise. Consultants should express the price of their services in Indian Rupees.
- 1.16 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 1.17 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

#### **SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 1.18 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 1.19 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 1.20 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 1.21 The original and all copies of the Technical Proposal including qualification requirements of bidder shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 1.22 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 1.23 After the deadline for submission of proposals the Technical Proposal shall be opened immediately as stated in the Data Sheet, by the evaluation committee. The Financial Proposal shall remain sealed and will be opened in presence of the representative of technically qualified bidders for which date will be intimated to them in writing.

## **PROPOSAL EVALUATION**

### **GENERAL**

- 1.24 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 1.25 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **Evaluation of Technical Proposals**

- 1.26 The evaluation committee appointed by the Client as a whole and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Public Opening and Evaluation of Financial Proposals; Ranking**

- 1.27 After the evaluation of technical proposal is completed, the Client shall notify those Bidder whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 1.28 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 1.29 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have included the costs of all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract unless the consultant is exempted).
- 1.30 Minimum qualifying marks required to pass the technical criterion is as indicated in Data sheet. Price of the Proposal will be computed as indicated in the Data Sheet. The firm achieving the lowest Price of the Proposal (F) will be invited for negotiations, if required.

### **Negotiations**

- 1.31 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

1.32 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

1.33 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.

1.34 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

1.35 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

#### **AWARD OF CONTRACT**

1.36 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

1.37 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

#### **CONFIDENTIALITY**

1.38 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## 2.0 DATA SHEET

### Information to Consultants

Clause Reference

#### 2.1 The name of the client :

**Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.  
Room No. 223, Vidyut Bhawan, Janpath  
Jaipur-302005**

The method of selection is: Quality-and Cost-Based Selection (QCBS).

A Technical and a Financial Proposals are requested: Yes.

Name of Assignment: **Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN- 02/2010**

Objectives & Description of the assignment: As detailed in the attached **Terms of Reference. (Section 5 of this RFP)**

A pre-Bid conference will be held: Yes at **11:00 AM on 08.4.2010** at following address

**Conference Hall, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-202005**

#### 2.2 Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.

**Room No. 223, Vidyut Bhawan, Janpath  
Jaipur-302005**

**E-mail: jaipurdiscom@sancharnet.in**

**Tel no.: (91-141-2747040, Fax – 0141-2744803)**

2.3 The Client envisages the need for continuity for downstream work: No

2.4 Clarifications may be requested up to fifteen (15) days before the submission date from the following official

**Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.**

**Room No. 223, Vidyut Bhawan, Janpath**

**Jaipur-302005**

**E-mail: jaipurdiscom@sancharnet.in**

**Tel no.: (91-141-2747040, Fax – 0141-2744803)**

2.5 Proposals should be submitted in the following language(s): English

2.6 The estimated number of key professional staff months required for the assignment is: To be specified by the bidder.

2.7 Period of contract: As mentioned in TOR.

2.8 The minimum required experience of proposed key professional staff is:

Sr. No	Expert	No. of positions	Experience
1.	Team Leader/Bid Process Management Expert	01	Electrical / Mechanical/ Civil engineer, MBA (Finance)/Chartered Accountant with a Degree in Law and having at least 10 years of experience in contracts administration and management including preparation of bid documents, bid evaluation reports etc. for different projects.
2.	Finance Specialist	01	Post Graduation Studies in Finance with at least 4 years of experience in financial analysis and evaluation of renewable energy and energy efficiency projects.
3.	Renewable Energy Expert	01	Renewable energy expert having minimum 20 years of experience in power generation, transmission and distribution and have participated in committees /panel related to policy formulation in renewable energy both at national and international level.
4	Environmental Engineer	01	Masters in environmental engineering and having experience in preparation of DPR with atleast 15 years of experience
5.	Energy Auditor	01	Certified Energy Auditor by BEE with 3 years of energy efficiency projects experience.

6	Water Resource Management Expert	01	Master in Water resource: utilization and environmental management with energy auditor's certification from BEE.
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2.9 Reports, which are part of the assignment, must be written in the following language: English.

2.10 Consultants must submit an original and one additional copies of each of the Technical and Financial proposal. However the Financial proposal has to be submitted separately.

2.11 Proposals must remain valid for 120 days after opening of Technical Bid or 90 days from the date of opening of Financial Bid which ever is later.

2.12 The proposal submission and for any correspondence the address is:

**Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.  
Room No 223, Vidyut Bhawan, Janpath  
Jaipur-302005  
E-mail: jaipurdiscom@sancharnet.in  
Tel no.: (91-141-2747040, Fax – 0141-2744803)**

2.13 The information on the outer envelope should also include: **Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN- 02/2010"**

2.14 Proposals must be submitted not later than the following date and time **30.4.2010; 14:30** IST at Jaipur, Rajasthan.

2.14.1 The proposals submitted would be opened at Vidyut Bhawan at **15.00 IST on 30.4.2010** and verified whether the submitted proposal are in line with the requirements provided in the bid document. The bidders may authorize their representative to be present during the opening of proposal.

2.15 The number of points to be given under each of the evaluation criteria is:

Sr. No.	Qualification Criteria	Marks Allotment	Maximum marks
A	Experience of advisory in Energy Efficiency projects and Bid Process management	40	
A1	Experience in advisory in energy efficiency/ energy planning projects in last 3 years having at various levels :	20	

Sr. No.	Qualification Criteria	Marks Allotment	Maximum marks
I	Specific defined area (private/government)	5	
II	City/town/Municipality Level	10	
III	State Level	15	
III	National Level	20	
A2	Experience in Energy efficiency mandated	<b>5</b>	
I	Less than 3 projects	0	
I	3 Projects	3	
II	atleast 4 Projects	5	
A3	Experience in carrying out successfully completed Bid Process Management assignments in the last five years	<b>15</b>	
I	Less than 4 projects	5	
II	4 projects to 6 projects	10	
III	Above 6 projects	15	
<b>B</b>	<b>Qualification and Experience of Relevant Key Personnel</b>		<b>40</b>
I	Team Leader/Bid Process Management Expert	10	
II	Finance Specialist	5	
III	Renewable Energy Expert	5	
V	Environmental Engineer	5	

Sr. No.	Qualification Criteria	Marks Allotment	Maximum marks
VI	Energy Auditor (BEE accredited)	10	
VII	Water Resource Management Expert	5	
C	<b>Adequacy of the approach and methodology and presentation by the bidder</b>		<b>20</b>
	<b>Total Marks</b>		<b>100</b>

**The minimum technical score required to pass is: 70 Points.**

**All the bidders who obtain the minimum technical score (70 Points) will be considered qualified in technical proposal.**

2.16 Negotiations, if any, will be held at the following address – Chairman & Managing Director, Jaipur Discom, Vidyut Bhawan, Jaipur-302005.

### **3 TECHNICAL PROPOSAL - STANDARD FORMS**

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions on the Terms of Reference and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm) TO:

\_\_\_\_\_

Chief Engineer (Commercial)

Jaipur Vidyut Vitaran Nigam Limited,

\_\_\_\_\_

Room No.222, Vidyut Bhawan, Jyoti Nagar,

Janpath, Jaipur-302005 (INDIA)

Dear Sir,

**Subject: Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN- 02/2010.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

### 3B. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years

#### That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Assignment Details						
Country and project Location:	Professional staff Provided by  Your Firm/entity (profiles):						
Name of Clients:	No. of Staff:						
Address of the Clients with contact details of the concerned person:	No. of Staff-  Man Months  Duration of assignment:						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Start Date (Month/Year):</td> <td style="width: 25%; padding: 5px;">Completion Date (Month/Year):</td> <td style="width: 50%; padding: 5px;">Approx. Value of Services (in Indian Rupee):</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table>	Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Indian Rupee):				
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Indian Rupee):					
Name of Associated Consultants, if any:	No. of Man Months of Key professional staff, provided by Associated Consultants :						

Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:

Narrative Description of Project:

Description of Actual Services Provided by Your Staff:

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address:

\_\_\_\_\_

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

**On the Terms of Reference:**

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

**On the data, services, and facilities to be provided by the Client**

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

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

---

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Key Professionals

Sl. No	Name	Position	Task	Reference page no of complete details in document
1.				
2.				
3.				
4.				
..				

#### 2. Support Team

Sl. No	Name	Position	Task	Reference page no of complete details in document
1.				
2.				
3.				
4.				
..				

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF & SUPPORT TEAM**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned:

\_\_\_\_\_

---

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**Certification:**

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

\_\_\_\_\_ **Date:** \_\_\_\_\_

***[Signature of staff member and authorized representative of the Firm]***  
***Day/Month/Year***

Full name of staff member: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**3G. TIME SCHEDULE FOR KEY PROFESSIONAL & SUPPORT TEAM**

S.No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)													Numbers of Months	
				1	2	3	4	5	6	7	8	9	10	...	....			
1.																		Sub total (1)
2.																		Sub total (2)
3.																		Sub total (3)
4.																		Sub total (4)

Full-time : \_\_\_\_\_

Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

### 3H. ACTIVITY (WORK) SCHEDULE

#### 1. Field Investigation and Study Items:

Sl.No.	Item of Activity (Work)	Monthwise Program (in form of Bar Chart)											
		1	2	3	4	5	6	7	8	9	10	...	...

#### B. Completion and Submission of Reports

Report.	Areas covered	Programme: (Date)
1. Inception		
2. Preliminary Report under each module		
3. Interim Progress Report under each module		
4. Final Report covering all areas		

Signature: \_\_\_\_\_  
 (Authorized Representative)  
 Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

### 3I. QUALIFICATION REQUIREMENTS REFERENCES

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
1	Name of Bidder along with registration certificate No.		
2	Year wise turnover of Bidder during last three financial years	FY 2006-07 in Lacs Rs FY 2007-08 in Lacs Rs <b>FY 2008-09 in Lacs Rs</b>	

\* If any information is not provided than it will be treated as nil.

Note: Please provide relevant documentary proof in support of the above.

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 4 FINANCIAL PROPOSAL - STANDARD FORMS

### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

From: [Name, address and telephone nos. of the bidder]

To:

Chief Engineer (Comml.),

Jaipur Vidyut Vitran Nigam Ltd.

Room No. 223, Vidyut Bhawan, Janpath

Jaipur-302005

E-mail: jaipurdiscom@sancharnet.in

Tel no.: (91-141-2747040,2747035)

**Subject: Request for Proposal for Appointment of an Agency for Energy Auditing and Providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division TN- 02/2010.**

Sir:

We, the undersigned, offer to perform the activities as per the scope of work mentioned in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal and we declare the following:

***We are submitting our indicative proposal/offer as follows:***

S.No.	Particular	Amount
1	<b>FIXED CHARGES: For carrying out various activities as per the scope of work and on terms &amp; conditions mentioned in the bid document.</b>	Rs. _____ (in words Rs. _____ )

**Note:**

- ii) SUCCESS FEES: In addition to the above the consultant is also entitled to get maximum 1 % of the project cost in terms of Success fee from the Implementing Agency. However, Consultant and Implementing Agency will enter in to the separate contract for the same and JVVNL will not be responsible for paying out the amount of success fee.**
- iii) *The charges/ price indicated should be inclusive of all taxes & duties. Any tax/ duty liveable shall be born by the consultant and any statutory increase in the taxes/ duties in future shall be born by Consultant and decrease shall be pass on to JVVNL.***

We hereby certify that the quoted/agreed prices are inclusive of all taxes/ service tax /levies/duties including octroi duty, other local duties and taxes as applicable and shall not be charged extra. We declare that the above quoted rate is firm and shall not be subject to any variation for the entire period of the consultancy.

Our proposal shall remain valid for 120 days after opening of Technical Bid or 90 days from the date of opening of Financial Bid which ever is later.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We are enclosing herewith Power of Attorney in the name of the person who has signed this offer on behalf of the Firm/Organisation

Yours sincerely,

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION 5: TERMS OF REFERENCE**

**5.1 BACKGROUND**

- 5.1.1 In Rajasthan, the agriculture is dependent on ground water for irrigation and it is estimated that 70% of the irrigation is from wells/tube wells/ pump sets. It is estimated that approximately 60% -70% of such pump sets/tube wells use electricity. The accelerated release of all pending agriculture connections is expected to increase the use of electricity for irrigation in future.
- 5.1.2 In recent years, the ground water table has been receding and the farmers have been forced to go deeper and install higher capacity pump sets in many districts of Rajasthan. Simultaneously, there is a threat of depleting ground water resources due to lower replenishment from rain and expanding dark zones across the state. The adjacent figure indicates the over-exploited and critical regions in terms of depleting ground water.
- 5.1.3 The subsidized tariff has also led to sub-optimal utilization of water and electricity resulting in wastage and burden on both environment and financial viability of the Discoms.
- 5.1.4 The agriculture consumers in Rajasthan have been using assembled and locally manufactured motors and pump sets in their installations. These motors and pump sets have lower efficiency and hence consume more electricity for the same level of water output when compared to branded motor and pump sets i.e. energy efficient pump sets.
- 5.1.5 Replacement of local and assembled pump sets by branded pump sets would not only result in lowering the electricity consumption for farmers thereby reduction in energy bill but also reduce the demand for utilities. Along with the replacement of pump sets, the corrective measures in pump installations can also help in efficient utilisation of the water resources. Keeping these objectives in mind, Jaipur Discom has carried out a cost benefit analysis in order to find out the commercial viability of such kind of initiatives and the details of which are presented in the subsequent sections.
- 5.1.6 JAIPUR VIDYUT VITRAN NIGAM LIMITED (JVVNL) has envisaged to launch a pilot scheme in Chomu division under Jaipur District Circle of JVVNL by replacing existing 25,000 agriculture Pump Sets of various ratings, by energy efficient pump sets . In respect of energy conservation activities proposed to be taken by replacement of energy efficient Agri. pumpsets by energy efficient pumpsets assuring saving of energy more than 20% of the existing level of energy consumption is proposed to be taken up by Discoms.
- 5.1.7 With these objectives JVVNL invites RFP from consultants for the following modules of work.

**1. MODULE –I: CONDUCTING A DETAILED INVESTMENT GRADE ENERGY AUDIT AND DEVELOPING A BASELINE FOR IMPLEMENTATION OF AG-PUMP SET EFFICIENCY ESCO PROJECT IN CHOMU DIVISION UNDER JAIPUR DISCOM.**

2. **MODULE –II: PREPARING REQUEST FOR PROPOSAL DOCUMENT FOR ENGAGING IMPLEMENTING AGENCY FOR REPLACEMENT OF PUMPS.**
3. **MODULE –III: BID PROCESS MANAGEMENT AND SUPPORT TO PLACE ORDER TO IMPLEMENTING AGENCY.**
4. **MODULE –IV: MONITORING & VERIFICATION ARRANGEMENT AND POST IMPLEMENTATION SUPPORT. TO PROVIDE INFORMATION AND SUPPORT TO THE CDM CONSULTANT OF JVVNL TO GET REGISTERED THE PROJECT FOR CDM BENEFITS**

Consultant is required to bid for all the modules. The description of the activities covered under each module is given under the heading Scope of work:

## **5.2 SCOPE OF WORK:**

### **MODULE –I: CONDUCTING A DETAILED INVESTMENT GRADE ENERGY AUDIT AND DEVELOPING A BASELINE FOR IMPLEMENTATION OF AG-PUMP SET EFFICIENCY ESCO PROJECT IN CHOMU DIVISION UNDER JAIPUR DISCOM.**

The consultant will undertake the following tasks under this MODULE:

- a) Provide an overview of existing facilities and current operating system like electrical distribution system, Ag metering system, Ag tariffs, subsidy, electricity and water consumption pattern of agricultural sector in the area where DPR is being prepared.
- b) Conduct a survey to collect detailed information about all the agricultural consumers connected to these feeders such as details about pumps (number, Type, make, age and rating), willingness of farmers to participate in the project, and their socio-economic conditions, **as per format placed as Annexure 'A'**.
- c) Collect detailed information about water requirements/ consumption, status of meter installation, number of harvesting cycles, underground water level in different seasons, power supply pattern, tariff.
- d) Carry out a detailed energy audit (performance evaluation) of all the 25000 Nos. pumps, by measuring the suction and discharge head, ground level with respect to mean sea level, power input and water flow using its own instruments.
- e) Evaluate operating efficiency of all the pumps and also determine the an efficiency index in l/s per kW for the existing pumping system and record the site conditions like delivery valve position, pressures on inlet, foot valve and delivery side of pump, working of foot valve and type of piping.
- f) Establish a baseline of energy and water consumption in different seasons for all pumps connected to these feeders.

- g) Determine the capacity and type of new energy efficient pump that can replace the existing pumps for the same discharge.
- h) Quantify the extent of energy savings/performance improvement that can be achieved by replacing the existing pumps with that of best efficiency pump available based on the analysis of the measurements.
- i) Recommend various technically sound and economically viable measures to improve the end-use energy efficiency like optimum sizing of pump of best efficiency available in the market for the same discharge and change of foot valve, and change of piping system etc.
- j) Provide a detailed estimate of the costs associated with the implementation of each of the proposed energy conservation measure (ECM) in the report including breakdown for labor, materials and equipment.
- k) Develop a manual on best practices covering best operating and maintenance practices, supplies of spare parts and list of companies for repair of recommended new energy efficient pump etc.
- l) To evaluate the estimated cost of the project in view of the ESCO mode.
- m) To evaluate the probable earning of CER's in this project, with required calculations etc.
- n) Finally prepare a draft DPR covering all the above details and furnish the same for approval of JVVNL. After receipt of approval of draft DPR the consultant would prepare Final DPR on the lines of instructions elaborated in the approval and furnish the same to JVVNL for final approval.
- o) During the implementation of the project, JVVNL is free to stop the project for further implementing it for the next stage, if deemed appropriate.
  
- p) For analysing data and the out come of the project, JVVNL may stop the next stage of MODULE – I in between the project.

**MODULE –II: PREPARING REQUEST FOR PROPOSAL DOCUMENT FOR ENGAGING IMPLEMENTING AGENCY FOR REPLACEMENT OF PUMPS.**

The consultant would prepare a design document (RFP) for the pilot project and implement so as to institute Implementing Agency target areas. The design documents would constitute the following:

- i. Based on the need assessment, determine the short listing criteria, the role of the Implementing Agency, the tasks to be performed and the competence that the Implementing Agency must get and the evaluation criteria.
- ii. Prepare information for each target area to be circulated to prospective bidders.
- iii. Preparation of the bidding documents including the drafting of Distribution Implementing Agency Agreement, the agreement should clear lay down the roles and responsibilities of JVVNL and the Implementing Agency; it shall explain in details the payment structure, sharing of profits, etc.

**Support for Selection of project area in Pilot/target areas:**

The consultants would support the utility for implementation of agriculture pump efficiency project in ESCO mode in target area. The consultants would select Project areas for Implementing Agency in this phase. The criteria for selection must be designed by the consultants and must include the following:

- I. Opportunity for saving of energy
- II. The returns in the initial period and over time.
- III. The Control and MIS required for monitoring energy efficiency improvements
- IV. The technical constraints especially during phasing up to a more evolved from the deliverable for this subtask is the recommended site with the rationale for selection

**MODULE –III: BID PROCESS MANAGEMENT AND SUPPORT TO PLACE ORDER TO IMPLEMENTING AGENCY:**

The consultants would be required to manage the entire bidding process for the selection evaluation and appointment of Implementing Agency for identified target areas, this sub task would inter-alia include:

- i. Pre-bid Conference and addressing the queries of the bidders
- ii. Evaluation of bid including the technical and financial bids
- iii. Due-diligence of document submitted by the bidders

- iv. Selection of successful bidder and award of letter of intent.
- v. Assistance in negotiations with preferred Implementing Agency partner, if required.

This MODULE shall be considered as completed when the Work Order is placed to the Implementing Agency / Contract agreement signed between JVVNL & Implementing Agency / MOU signed between Implementing Agency & JVVNL.

**MODULE –IV: MONITORING & VERIFICATION ARRANGEMENT AND POST IMPLEMENTATION SUPPORT. TO PROVIDE INFORMATION AND SUPPORT TO THE CDM CONSULTANT OF JVVNL TO GET REGISTERED THE PROJECT FOR CDM BENEFITS.**

- I. The consultant would take corrective measures including changes in the scheme design (as and when required), getting due approvals from approvals from concerned authority (ies).
  - II. This would also include assistance in interactions with the commission for requisite approvals.
  - III. To provide information and support to the CDM consultant of JVVNL to get registered the project for CDM benefits.
  - IV. To verify the savings /pump replacement activities independently or with JVVNL team.
- b) The consultant would be required to provide post implementation support till the end of the complete project for monitoring and suggesting corrective measures required in the ESCO mode arrangement. This support would require on site support and at Discom head office for monitoring the activities/ performance of Implementing Agency and training to identified Discom staff for undertaking the monitoring of the implementation of ESCO arrangement.

### **5.3 Reporting:**

The firm is required to report to JVVNL about the progress of work on monthly basis. Meeting will be held every month at JVVNL Jaipur Office, wherein firm will be required to report the progress of the work. The work carried out till that stage will be discussed and JVVNL's views will be incorporated. The revisions, if necessary will be carried out by the firm. No additional fees is payable on account of such revision.

### **5.4 Deliverables & Time Schedule**

The consultant is required to submit the following as deliverables for the project:

S.NO.	<b>MODULE –I: Developing a Baseline for implementation of Ag-Pump set efficiency IMPLEMENTING AGENCY project in CHOMU division under JAIPUR DISCOM</b>		
	<b>PARTICULARS OF TASK</b>	<b>PAYMENTS</b>	<b>TIME SCHEDULE (Months)</b>
1.	i) Submission & approval of <b>Inception report</b> including the strategy paper for implementation of the project in ESCO mode.	10% of the contract price against BG of equivalent amount.	1
	ii) <b>Submission &amp; Approval of draft DPR</b> on detailed investment grade energy Audit	20 % of the contract price against BG of equivalent amount.	6
	iii) Submission & Approval of <b>Final DPR</b> on detailed Investment grade energy audit	10 % of the contract price and B.G. furnished at i) & ii) above be returned.	1
	<b>MODULE –II:</b> Submission & approval of RFP document for engaging Implementing Agency for replacement of pumps	10% of the contract price	To be submitted with final DPR of energy auditing
3.	<b>MODULE–III:</b> Bid Process Management & placement of order to Implementing Agency	10% of the contract price	1 month after receipt of approval of RFP
4.	<b>MODULE–IV:</b> Monitoring, Verification arrangement and Post Implementation Support	40% of the contract price	After Completion of work

## 5.5 Methodology

5.5.1 Assistance to Discoms shall be carried out based on the existing infrastructure, working system/ procedure, organizational structure and prevalent laws, rules & regulations. The consultant shall have interaction with the concerned wings and prepare a base line policy paper showing expectations from the proposed system, which may not be forthcoming under the existing set-up. The cumulative findings shall form the basis of preparing the final report.

5.5.2 In order to achieve the above objectives and carry out work as defined under the scope, the consultant shall clearly spell out the methodology to be adopted by in their response to RFP.

## **5.6 Competency and Expertise Requirements**

5.6 .1 The consultants shall necessarily possess the following competence and expertise:

- a) The consultant will need to possess multi dimensional capability to adequately meet the requirement of the consultancy.
- b) The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.
- c) The consultant will need to be able to work efficiently with senior management and officers of Discoms.

## **5.7 Reporting Arrangements**

5.7 .1 The consultant shall report to the Officer nominated by the Discom, who will closely monitor the progress.

5.7.2 The consultant should nominate one nodal Officer/Manager/Project Manager for the entire consultancy period.

5.7.3 The consultant shall submit Monthly Progress Reports by 10th of every calendar month along with the details of MODULE carried out by its team to the Nominated Officer of the Discom. The milestone payments to consultants would also be linked to the on-site time spent by the consultants.

## **5.8 Data, Services, and Facilities to be provided by the Client**

- I. Rajasthan Power Sector Reforms Act, 1999 and Notification / Rules / Orders issued /published there under.
- II. Electricity Act 2003.
- III. Notifications/Regulations Published by the Rajasthan Electricity Regulatory Commission.
- IV. Memorandum and Articles of association of Jaipur Discom.
- V. Annual report with the Statement of Annual Account of five years up to the year 2009 of Discom.
- VI. All statistical information / annual administrative Report / Annual Financial Statements (Budget) latest published by Discoms.
- VII. Any other information / documents, if available; as indicated in these TOR which may be reasonably required by the Consultant for completing the assignment.
- VIII. Any other information / documents related to different loss reduction initiatives, Agriculture connection status, connection release plan etc.

*Note: All other facilities like office space, telephone, conveyance, Computer, Printer, Photo Copier, FAX Machine, Lap Top Computers, Internet / e-mail Connection, modem etc., will not be provided and will have to be arranged by the Consultants.*

## **5.9 Conduct of Work**

- 5.9.1 In order to assist JVVNL in implementation, and for an orderly and well- informed decision making process and effective follow-up, each of the tasks should be executed in such a way as to provide for;
- a) Presentation and discussions on the findings and diagnosis of the Consultant, the options available, and the criteria to assess the options;
  - b) Formulation of detailed recommendation consistent with the above Scope; and
  - c) Formulation of implementation program including recommendations to the counterpart arrangement required for effective implementation.
- 5.9.2 Given the nature and complexity of the work involved, it will be necessary to provide effective supervisory control over the activities in the preparation of the plan. The Consultant should identify in his proposal a Project Manager. The Project Manager so proposed should preferably be a long-term employee from the consultant's existing staff and has an extensive experience of successful execution of such assignments.
- 5.9.3 In order to minimize the cost of the assignment in JVVNL, the consultants will be expected to utilize the results of the experience gained in other Power Utilities in India, where it is applicable in JVVNL, but the Consultant's explicit opinion as to the pertinence to JVVNL and its practical use therein will be required.
- 5.9.4 It is expected that the Consultants will utilize the state of the art technology and techniques as suited to local condition for preparation of the Report.
- 5.9.5 The consultant will work closely with the Discom's counter-part team as part of total implementation and certification and transaction process.
- 5.9.6 The consultant is required to provide CVs of the key team member(s) in the proposal, who should be full time employees from the consultants' existing staff with experience of similar experiences in the power sector.

## **5.10 Outcome and Deliverables**

- 5.10.1 Submission of Documents and reports (one original with four copies) related to the studies and tasks described as stated below followed by a presentation:
- 5.10.2 An Inception report**, followed by the presentation, which will fully describe the work plan and steps to be undertaken in this assignment, with tentative schedule

including the task to be accomplished by all parties. The Consultants should indicate a responsibility matrix, in their proposal indicating the responsibilities of the Consultants and the client for each of the identified activities. Inception Report would be submitted within one (1) months from the commencement of the assignment.

**5.10.3 The Draft DPR**, comprising diagnostic study & development of documentation for each project as per the scope of work.

**5.10.4 The Final DPR**, comprising the document containing the detail analysis of the existing facilities in the project area and energy consumption patter of the project area.

**5.10.5** BID Document/ RFP, comprising the document for appointment of the Implementing Agency for the implementation of the project.

**5.10.6** The consultant should submit monthly progress report during the execution of the project by the Implementing Agency .

## **5.11 Composition of Review Committee**

- a. The work done and the output delivered by the present Consultants would be reviewed and monitored by the Task Force constituted by the Discom.
- b. The Reports prepared and received from consultants by the Discom would be considered in the Committee constituted for this project.
- c. All the report shall be submitted in five copies (1 Original and four copies) along with the soft copy.

## **5.12 TERMS & MODE OF PAYMENT:**

a) After completing each task in terms of RFP, the consultant will submit the bill in triplicate to CE(COMML), JVVNL for arranging payment. The 90 % payment shall be done by A.O.(Cash), JVVNL, Jaipur. The payment shall be released, subject to any deductions covered under the contract and as per payment policy of JVVNL/ RFP.

b) The balance 10% payment will be treated as performance guarantee and shall be made after 6 months from the date of completion of project and after meeting out all legal and contractual liabilities by the consultant as per terms and conditions of the contract. The firm may alternatively like to furnish the Bank Guarantee of equivalent amount against performance guarantee from a scheduled Bank on non-judicial stamp paper of Rs. 100/- in the prescribed format addressed to AO(Cash), JVVNL, Jaipur. Such B.G. should remain valid atleast for a period of two years from the date of issue of work order and it is responsibility of the consultant to renew it time to time till the currency of the contract.

### **5.13 SECURITY DEPOSIT/ GUARANTEE:-**

- a) In order to secure/assure due fulfillment of the contract, the successful Bidder(s) shall furnish from the date of receipt of letter of intent/ detailed work order, either in cash/ DD with the Accounts Officer (cash), JVVNL, Jaipur or in the form of Bank Guarantee from a scheduled Bank for 2% of contract value, on non-judicial stamp paper worth Rs. 100/- (Rs. One hundred) in the prescribed format, addressed to the AO(Cash), JVVNL, Jaipur AO(Cash), JVVNL, Jaipur. The Bank Guarantee will remain valid up to a period of 3 months after ascertaining the successful and satisfactory completion of contract. The security in the form of cash/DD/BG will be refundable after 3 months of successful completion of work.
- b) Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit/Bank Guarantee shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- c) If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- d) No interest shall be payable on such deposits.

#### **IMPLEMENTING AGENCY:**

**Implementing Agency shall be an ESCO or Pump manufacturer who shall implement the replacement of pumps on ESCO mode. The implementing agency shall be selected by way of floating RFP for pump replacement.**

**SECTION 6**

**STANDARD FORM OF CONTRACT  
CONTRACT FOR CONSULTANT'S SERVICES**

**Between**

---

**[Name of Client]**

**and**

**[Name of Consultants]**

**Dated:**

## 1. FORM OF CONTRACT

### Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

*[\*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultants.")”]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services \_\_\_\_\_

Appendix B: Reporting Requirements \_\_\_\_\_

Appendix C: Key Personnel and Sub-consultants \_\_\_\_\_

Appendix D: Breakdown of Contract Price in Indian Rupee \_\_\_\_\_

Appendix E: Services and Facilities Provided by the Client \_\_\_\_\_

Appendix F: Form of Guarantee for Advance Payments \_\_\_\_\_

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in

the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorized Representative)

*[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorized Representative)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract has the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services.
- (d) "JVNL" means Jaipur Vidyut Vitaran Nigam Limited.
- (d) "GC" means these General Conditions of Contract;
- (e) "Government" means the Government Client's country;
- (f) "Local currency" means the currency of the Government;
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (h) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (i) "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;
- (j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (l) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (m) Implementing Agency shall be an ESCO or Pump manufacturer.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been 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 address specified in the SC.

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

## **1.7 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **a) Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

### **b) Commencement of Services**

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### **c) Expiration of Contract**

**Unless terminated earlier, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.**

### **d) Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **e) Force Majeure**

#### **2.5.1 Definition**

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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.5.3 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.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e):

- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultants become insolvent or bankrupt.
- (c) 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 sixty (60) days.
- (d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

For the purpose of this clause

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

### **2.6.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.

- (a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;  
or

- (b) 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 sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract, the Client shall make the following payments to the Consultants:

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination.
- (b) Except in the case of termination, 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. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

### **3.2 Conflict of Interests**

3.2.1 Consultants not to benefit from Commissions, Discounts, etc. The remuneration of the Consultants shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 remuneration.

### **3.2.2 Consultants and Affiliates not to be otherwise Interested in Project**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 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 Client's business or operations without the prior written consent of the Client.

### **3.4 Insurance to be taken out by the Consultants**

The Consultants (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 Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultants' Actions Requiring Client's Prior Approval**

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

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- c) Any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Consultants to Be the Property of the Client**

- f) All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## **4. CONSULTANTS' PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

## **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts, as the case may be.

## **5.3 Services and Facilities**

The Client shall make available to the Consultants the Services and Facilities listed under Appendix E.

**6. PAYMENT TO THE CONSULTANTS:** Payment shall be made to the consultant as per relevant clause of RFP.

### **6.1 Security Guarantee**

Consultant shall furnish the security guarantee either in cash or in the form of Bank guarantee with a grace period of three months in prescribed Performa on Non judicial stamp paper worth Rs.100/- or applicable time to time from a scheduled bank equivalent to 2% of the aggregate value of the contract. If the agency is situated outside the state of Rajasthan and not furnishing the security guarantee on non-judicial stamp paper worth Rs.100/- (as applicable) of Rajasthan Govt. then they shall have to furnish a declaration that the bank guarantee is duly stamped as per stamp law applicable in their state. The bank commission charges shall be borne by the agency.

6.1.1 On completion of the contract to the entire satisfaction of JVVNL, the security guarantee shall be released after 3 months.

6.1.2 Discom reserves the right to forfeit the security guarantee in full or a part thereof in circumstances if the performance of the consultant is not satisfactory or the consultant does not fulfil the terms and conditions of the contract or commits breach of any terms and conditions.

6.1.3 The consultant shall have to extend the validity of period of security guarantee as and when required on intimation from the order placing authority.

6.1.4 No interest would be payable by Discom on the amount of security guarantee.

### **6.2 Interest on Delayed Payments**

No interest shall be paid to the Consultants for delayed payments however client will try best to make all payment within 45 day of submission of due bills submitted to the nominated nodal officer with all related documents.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General

GC Clause \* Conditions of Contract

---

1.1 (i) The Member in Charge is.

1.3 The language is: English

1.4 The addresses are:

Client : \_\_\_\_\_

\_\_\_\_\_

Attention : \_\_\_\_\_

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

Consultants : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail : \_\_\_\_\_

Mobile no. : \_\_\_\_\_

Attention : \_\_\_\_\_

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client : \_\_\_\_\_

For the Consultant : \_\_\_\_\_

1.7.1 For domestic consultants/personnel and foreign consultants / personnel

who are permanent residents in India

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 client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.2 Services tax payable in India for this Consultancy Services shall be paid/reimbursed by the Client separately.

2.1 The date on which this Contract shall come into effect is : on the date the contract is signed by both parties and receipt by the consultant of advance payment and by the client of Bank Guarantee.

2.2 The date for commencement of Services is: the date after completion of thirty (30) days from the date the contract becomes effective.

2.3 The Period Shall be Nine (9) Months for Phase - I and twelve (12) months for Phase –II. or such other period as the parties may agree in writing.

[3.2.1 **Note:** *The following should be inserted in the SC or alternatively in Appendix A if the Consultants are advising the Client on the procurement of goods, works, or services:*]

#### **“Procurement Rules of Funding Agencies**

Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Financial Institution or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.]

[3.2.3 **Note :** *It is essential that Consultants who advise Clients on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context.*]

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”]

3.4 The risks and the coverage shall be:

- a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;
- b) Third Party liability insurance for the period of Consultancy has to be managed by the Consultants on their own;
- c) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- d) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
- e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.2 The amount in local currency is INR (Indian Rupees)

6.5 SBG will be released on successful implementation of the contract and after 90 days from the release final payment. Payment shall be made within 45 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment.

6.6 Penalty for Delay in submission of report: If there is any delay beyond the prescribed period for submission of any report than a penalty @ 1/2 % per week or part thereof subject to maximum of 10 % of amount admissible for that report shall be recovered for the period the report is delayed from consultant from the success fees.

## **7.2 Dispute Settlement:**

7.1 (i) In case of any question /dispute or difference whatsoever arises between Discom and the consultant upon or in relation to the contract, the matter may be referred to the CMD, Discom or the committee nominated by the CMD Discom, whose decision shall be final and binding on all the parties.

7.2 (ii) All legal proceedings in connection with the subject work/ contract will be subject to the jurisdiction of the local courts/ High Court at Jaipur only.

## **7. APPENDICES**

### **Appendix A (Description of the Services)**

*[Give 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 Client, etc.]*

## **Appendix B (Reporting Requirements)**

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

## **Appendix C (Key Personnel and Sub-consultants)**

**(Refer Clause 4.1 of the Contract)**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.*

*C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

## **Appendix D (Breakdown of Contract Price in Indian Rupee)**

*List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:*

***This appendix will exclusively be used for determining remuneration for additional services.***

## **Appendix E (Services and Facilities Provided by the Client)**

- 1 Counterpart teams would be provided by the Discom as far as possible, individuals forming such team would not be changed during the contract period
- 2 Information and data required for the purpose of undertaking the assignment would be made available to Consultants by the nodal officer of respective Department within reasonable period on request from the Consultants and shall be provided in soft form wherever possible.

Note: All other facilities like office space, telephone, mobile, conveyance, Computer, Printer, Photo Copier, FAX Machine, Lap Top Computers, Internet / e-mail Connection, modem etc., will not be provided and will have to be arranged by the Consultants.

## 8. SUPPORTING DOCUMENTS

- a) Incorporation Certificate of the company.
- b) Memorandum of Association and Articles of Association.
- c) Profit and Loss Account and Balance Sheet and Annual Report of the Company for last years duly certified by reputed CA. Documents showing empanelment with BEE as ESCO.
- d) Experience Certificate of the Company to support the qualification criteria in terms of Cl A (b) of qualification criteria.
- e) Details of past experience in at least one bid process management for energy efficiency / renewable energy efficiency project(s) in last three years.
- f) Copy of the order/ document at least 5 (five) successfully completed Bid process management assignments in last five (5) years.
- g) Letter of Association.
- h) Documents showing experience of at least 4 (four) energy efficiency related advisory assignments. Methodology and work plan to implement the project.

----- End of The Document -----

**JAIPUR VIDYUT VITRAN NIGAM LIMITED**  
**OFFICE OF THE CHIEF ENGINEER (COMML.), VIDYUT BHAWAN,**  
**JYOTI NAGAR, JANPATH, JAIPUR-302005. Tel: 0141-2747040 FAX: 0141-2744803**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub.: Amendment in Request for Proposal for Appointment of an Agency for Energy Auditing and providing advisory Consultancy for Bid Process Management for Engaging Implementing Agency for Replacement of Ag-Pump sets with Energy Efficient Pump sets in Chomu Division (TN -02/2010).

Dear Sirs,

With reference to the above this is to intimate you that the last date of submission & opening of technical proposals for the above tender is extended up to **2<sup>nd</sup> June, 2010**.

Please also find enclosed herewith the modifications made in the above RFP as per the attached Addenda-1.

You are advised to read them carefully before submission of the bid.

Encl. As above.

(F.S. Meena)  
**Dy. Chief Engineer (Comml.)**

**ADDENDA-1.**

<b>S. No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
1.	Clause A(b): Consultant should have	Consultant should have provided assistance for

	provided assistance for conducting the feasibility study, availing the grant/subsidy for at least one renewable energy/ energy efficiency project with project cost more than <b>Rs. 100 cr.</b>	conducting the feasibility study, availing the grant/subsidy for at least one renewable energy/ energy efficiency project with project cost more than <b>Rs. 25 cr.</b>
2	Clause A(f): Consultant should have completed atleast 4 energy efficiency related advisory assignments	“Consultant should have been engaged in atleast 4 completed or ongoing energy efficiency related advisory assignments”.
3	Clause 4: Financial proposal standard form <b>Success Fee</b> – Consultant is entitled to get <b>maximum</b> 1% of project cost in terms of success fee from the Implementing Agency. However, consultant and Implementing Agency will enter into separate contract for the same and JVVNL will not be responsible for paying out the amount of success fee.	<b>Success Fee</b> – Consultant is entitled to get <b>maximum</b> 1% of project cost in terms of success fee from the Implementing Agency. However, consultant and Implementing Agency will enter into separate contract for the same and JVVNL will not be responsible for paying out the amount of success fee.
4	<b><u>5.2 Scope of Work: Module-I (point No. ‘o’) –</u></b> During the implementation of the project, JVVNL is free to stop the project for further implementation it for the next state, if deemed appropriate.	During the implementation of the project, JVVNL is free to stop the project for further implementation it for the <b>next module</b> , if deemed appropriate. <b>The consultant will be entitled to get the payment for ongoing module, after completion of the same module.</b>
5.	<b>Evaluation of Technical Proposals: Clause 12(1.30)</b> : Minimum qualifying marks required to pass the technical criterion is as indicated in Data sheet. Price of the Proposal will be computed as indicated in the Data Sheet. The firm achieving the lowest Price of the Proposal (F) will be invited for negotiations, if required.	Minimum qualifying marks required to pass the technical criterion is as indicated in Data sheet. "However at the stage of financial quote evaluation, if the difference in technical score between the bidder scoring highest technical marks and the bidder with lowest financial quote then, the bidder scoring highest technical marks will be <b>first allowed</b> to match the financial quote of bidder having the lowest financial quote and so on <b>till L-1 price and technically strong bidder is matched.</b> "