



BID DOCUMENT

CONSULTANCY SERVICES FOR FIXING THE WATER USAGE CHARGES FOR USE OF WATER FOR DIFFERENT PURPOSES IN THE U.T. OF JAMMU & KASHMIR.

Fresh e-NIT NO: 02- JKWRRRA of December, 2021

Dated: 24/12/2021

Jammu and Kashmir Water Resources Regulatory Authority

Srinagar:

Syed Chowk, Brein, Nishat, Srinagar-191121

Tel. No. : 0194-2461829, Fax:- 0194-2461867

Jammu:

Ashok Nagar, Satwari, Jammu-180004

Tel. No. 0191-2458845 fax No. : 0191-2458930.

Email:

jkwrra@gmail.com

Invitation of Bids

For and on behalf of the Chairperson, J&K Water Resources Regulatory Authority (Client) e-bids are invited under “One drop two cover system” from the approved and eligible agencies for the following work:

1)	Description:	Consultancy services for fixing the Water Usage Charges for use of water for different purposes in the U.T of J&K.
2)	e-NIT No.	Fresh e-NIT No. 02 of JKWRRRA of December 2021 dated 24/12/2021
3)	Earnest Money Deposit:	Undertaking on affidavit as per the format.
4)	Date of publication of NIT	24/12/2021
5)	Bid document download start date:	1400 hrs on 27/12/2021
6)	Clarification Start date	1030 Hrs on 31/12/2021
7)	Clarification End Date	1600 Hrs on 04/01/2022
8)	Method of submission of bid:	ONLINE (www.jktenders.gov.in)
9)	Bid submission Start Date (Online)	1030 Hrs on 04/01/2022
10)	Bid submission end date	1600 Hrs on 19/01/2022
11)	Date & Place of Opening of Bid (Techno-Commercial Bid):	20/01/2022 at 1600 Hrs in Jammu and Kashmir Water Resources Regulatory Authority, Ashok Nagar, Satwari, Jammu-180004 If the due date happens to be a holiday, the bid will be opened at 1300 Hrs on the next working day.
12)	Validity of offer:	120 days from the date of opening.
13)	Cost of bid document	Rs. 1000/- (non-refundable) in the shape of demand draft in favour of “Accounts Officer, Jammu and Kashmir Water Resources Regulatory Authority”. Those bidders who have already paid the cost of document by participating in NIT No. 01 of JKWRRRA of October 2021, need not deposit the cost again.
14)	Bid Inviting Authority: E-mail:	Chairperson, Jammu and Kashmir Water Resources Regulatory Authority, Ashok Nagar, Satwari, Jammu J&K-180004. <i>jkwrra@gmail.com</i>

15)	Minimum technical score required to qualify.	70 out of 100
16)	The weightages for the Technical and the Financial proposals are:	Technical = 70 % Financial = 30 %
17)	Evaluation formula of final scores*.	$S = St \times 0.70 + Sf \times 0.30$ where, St – Score on technical proposal Sf – Score on financial proposal

*For detailed guidelines/methodology for selection of consultants the prospective bidders are advised to refer Authority's Regulation No. 11/JKSWRRA/2013, Jammu (Appointment of Consultants) from its website.

SECTION - I INFORMATION FOR BIDDERS

1.1 General:

The Jammu and Kashmir Water Resources Regulatory Authority (JKWRRRA) has to determine/ fix the water usage charges for different kinds of usages of water in the UT of Jammu and Kashmir as detailed under:

- a) Supply of water to a consumer from any water supply scheme for domestic purposes. Categorization of water usage charges shall be made in respect of metered and flat rates for;
 - i. Cities
 - ii. Towns
 - iii. Rural areas
- b) Supply of water to a consumer for commercial and industrial purposes. Categorization of water usage charges shall be made in respect of metered and flat rates.
- c) Supply of water to, or use of water by, a consumer from any irrigation scheme or any water source for irrigation purpose. Categorization of water usage charges shall be made in respect of;
 - i. Gravity supply schemes
 - ii. Lift schemes
 - iii. Tube well irrigation schemes
- d) Extraction & usage of ground water in respect of notified and other areas for;
 - i) Filling of water tankers/ any other such use.
 - ii) Commercial, institutional, industrial use or any other such use.
 - iii) Water charges for units using water as a raw material like packaged water, beverages, etc.
 - iv) Use of water for mining projects.
 - v) Any other use.
- e) Water usages charges for generation of electricity with respect to plant head/discharge.

As mandated by the J&K Water Resources (Regulation & Management) Act, 2010 and Rules 2011, the water usage charges are to be established for a period of three years to be effective towards the start of financial year 2021-22. For this purpose, the JKWRRRA intends to have the services of registered Consulting Organizations/Firms, who are invited to submit their Technical and Financial proposals for consultancy services in respect of the assignment. Proposals for providing the above services (referred to as "proposal" hereinafter) should be submitted in the manner stated hereunder.

1.2 Cost of Bid Document:

Rs. 1000/- (non-refundable) in the shape of demand draft in favour of “Accounts Officer, JKWRRRA” payable at Jammu. Those bidders who have already paid the cost of document by participating in NIT No. 01 of JKWRRRA of October 2021, need not deposit the cost again. However, proof of the same is to be furnished.

1.3 Earnest money deposit:

All the bidders shall have to furnish an undertaking in the format as per **ANNEXURE-I**.

The successful bidder shall have to furnish an EMD of 5% of the Bid amount in the form of CDR/FDR from any Nationalized/Scheduled Bank having branches at Jammu, J&K. The CDR/FDR should be pledged to the “Accounts Officer, Jammu and Kashmir Water Resources Regulatory Authority”. **Cheque shall not be acceptable towards Earnest Money Deposit.**

1.3.1 The EMD shall be made payable without any pre-condition.

1.3.2 EMD may be forfeited, if the successful bidder fails within the specified time to;

- i) sign the agreement.
- ii) furnish the performance guarantee.

1.3.3 The EMD shall have to be submitted by the successful bidder within **seven (07) days** from the date of declaration of the successful bidder.

1.3.4. No claim for interest will be payable by the CLIENT on the above EMD remitted by the bidder.

1.4 Schedules for Receipt and Opening of Bid:

a)	Bid document download start date:	1400 Hrs on 27/12/2021
b)	Clarification Start date	1030 Hrs on 31/12/2021
c)	Clarification End Date	1600 Hrs on 04/01/2022
d)	Bid submission Start Date (Online)	1030 Hrs on 04/01/2021
e)	Bid submission end date	1600 Hrs on 19/01/2022
f)	Date & Place of Opening of Bid (Techno-Commercial Bid):	20/01/2022 at 1600 Hrs in Jammu and Kashmir Water Resources Regulatory Authority, Ashok Nagar, Satwari, Jammu-180004.

		If the due date happens to be a holiday, the bid will be opened at 1300 Hrs on the next working day.
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1.5 Availability of Bid documents:

Bid documents shall be available on the official e-tendering site of the J&K Govt. i.e. www.jktenders.gov.in. The prospective bidders may download the bid documents from the above website and participate in the e-bidding process on the portal www.jktenders.gov.in.

1.6 Submission of Bid Documents:

1.6.1 The bids are to be submitted in online mode only through www.jktenders.gov.in.

1.6.2 Since the bidding is being done through two part tender system, the techno-commercial bid and the price bid shall have to be separate.

1.6.3 Bids must be uploaded along with scanned copy of cost of tender document in the shape of e-challan/demand draft or receipt from treasury favoring "Accounts Officer, Jammu and Kashmir Water Resources Regulatory Authority, Jammu" indicating name of work. No separate intimation about opening of financial bids will be sent by this office/ tender opening authority. In case the original documents are not submitted by the L-1 bidder within ten days after opening of financial bid, the tender will be cancelled and the bidder will not be allowed to participate in any further/future tendering process for a period of one year.

1.6.4 The techno-commercial bid shall contain:

- i. Technical specifications including NIL deviations from specifications and other technical details/proposals.
- ii. Commercial terms including payment terms, liquidated damages, guarantees, financial statements and other commercial matters.
- iii. Any other information called for in the NIT other than price.
- iv. If any techno-commercial bid offer discloses the price offer, the same shall be rejected.

1.6.5 All the documents submitted should be signed by the bidder as a token of having examined the same and his seal affixed below the signature.

1.6.6 If the bidder has any doubt about the meaning of any portion of the NIT, he should at once seek the clarification from the Authority.

1.6.7 The bidders are advised to submit their bids well in time on www.jktenders.gov.in. The Authority shall not be responsible for any technical

issues which the bidders may encounter during the submission of the bid documents on the said site.

1.7 Opening of Bids:

1.7.1 The bids will be opened online in the office of the Jammu and Kashmir Water Resources Regulatory Authority, Ashok Nagar, Satwari, Jammu-180004 on the due date and time prescribed, in presence of such of the bidders who may desire to be present. If the due date for bid opening happens to be a holiday, the bids will be opened on the next working day at the time prescribed.

1.7.2 If the bidder has any doubt about the meaning of any part of this e-NIT, he should at once seek clarification as per the prescribed time schedules for the same.

1.7.3 Since the bids are to be submitted under two part tender system, on the date of the opening only the techno-commercial bid shall be opened.

1.7.4 The bid qualification requirement details submitted by the bidders will be analyzed on the basis of the details and information furnished and the financial bids of only those tenderers will be opened who qualify the technical evaluation.

1.7.5 At the time of opening of only techno-commercial bids any offer which does not satisfy the tender fee requirements shall not be opened and the bid shall be rejected.

1.7.6 Bid Inviting Authority

The Chairperson, Jammu and Kashmir Water Resources Regulatory Authority.

2. Completeness of bids:

- a. The bid must be complete in all respects.
- b. The bidder shall furnish all relevant details called for in the NIT with supporting documents, wherever required for consideration by JKWRRRA.

The bids not containing complete details as above are liable for rejection.

2.1 Prices:

- a) Bidders shall quote FIRM Price only.
- b) The prices should be quoted in the format as per **ANNEXURE-IV**.

2.2 Validity of Bids :

Bids should be valid for acceptance for a period of one hundred and twenty days (120 days) from the date of opening of the price bids. In case any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection. However, the Client may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing (including fax or email).

2.3 Force Majeure:

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

2.3.2 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay caused on account of such activities.

2.3.3 Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure), such extension shall not result in any financial claim by the Consultant against the Client or any account of such a delay for any other reason whatsoever.

2.3.4 Force Majeure shall not include:

- (a) Any event which is caused by the negligence or intentional action of a party or such party's agents or employees.
- (b) Any event which a diligent party could reasonably avoid or overcome in carrying out its obligations.

2.3.5 Breach of Contract:

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.3.6 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.

2.3.7 Consultation:

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

2.4 Suspension:

The Client may, by a written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such a notice of suspension shall;

- (i) specify the nature of the failure, and
- (ii) request the Consultants to remedy such a failure within a period not exceeding thirty (30) days after receipt by the Consultants of such a notice of suspension.

2.5 Termination:

2.5.1 By the CLIENT.

The Client may, by not less than thirty (30) days written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given the occurrence of any of the events specified in paragraphs (a) through (f) of this clause) terminate this Contract.

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause (suspension) herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **clause 2.14** hereof;
- (d) If the Consultants submit to the client a statement which has a material effect on the rights, obligations or interests of the client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (f) If the client in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.5.2 Cessation of Rights and Obligations:

Upon termination of this Contract or upon expiration of this contract, all rights and obligations of the parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in **clause 2.7** hereof,
- (c) Any right which a party may have under the Applicable Law.

2.5.3 Cessation of Services:

Upon termination of this Contract by notice, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.5.4 Payment upon Termination:

Upon termination of this contract pursuant to **clause 2.5** hereof, the client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to **clause 9** hereof for services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to **clause 9** hereof for expenditures actually incurred prior to the effective date of termination.

2.6 Obligations of the Consultants:

The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall exercise sound management. The Consultants shall always act in respect of any matter relating to this Contract or to the services, as faithful advisors to the Client.

2.6.1 Law Governing Services:

The Consultants shall perform the services in accordance with the applicable laws of Jammu & Kashmir UT and shall take all practicable steps to ensure that their personnel comply with the applicable laws.

2.7 Confidentiality:

The consultants and their personnel or either of them during the term and within two (2) years after the expiry of this contract, shall not 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.

2.8 Documents prepared by the consultants to be the property of the client:

All documents prepared by the Consultants in performing the services shall become and remain the property of the client, and the Consultants shall, not later than upon termination or expiry of this contract, deliver all such documents to the client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.

2.9 Liquidated damages:

The delivery/completion period shall be guaranteed under liquidated damages clause given below:

2.9.1 If the Consultant fails to complete the assignment within the time frame agreed to by JKWRRRA and the Consultant in the acceptance order of the contract or any extension thereof, JKWRRRA shall recover from the Consultant, as Liquidated Damages, a sum of half percent (0.5%) of the Contract price of the delayed portion of the work for each completed week of delay, but the total Liquidated Damages thus recovered shall not exceed 5% of the total contract price/incomplete items of work so delayed.

2.9.2 The Client may, in their discretion, terminate the contract or a part thereof in the event of the consultant failing to meet their obligations under this contract. In case of such defaults, the Client shall be at liberty to get the work completed from any other agency at the "risk and cost" of the consultant.

2.9.3 The defaulting Consultants shall be liable to pay to the Client in addition to Liquidated Damages for delay, the actual difference in price wherever Client orders the balance quantum of work to be executed by other agencies at a higher rate.

2.10 Security deposit:

2.10.1 The successful bidder shall have to furnish a Security Deposit of ten (10) per cent of the total value of the Contract price after adjusting the EMD amount already remitted for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract.

2.10.2 The Security Deposit shall be remitted in the form of Demand Draft/Bankers Cheque obtained from a Nationalized/ Scheduled Bank of India having branches in J&K and drawn in favour of "The Accounts Officer Jammu and Kashmir Water Resources Regulatory Authority" payable at Jammu.

2.10.3 The Security Deposit can also be furnished in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper as per Performa enclosed as **ANNEXURE-II** obtained from any Nationalized Bank/ Scheduled Bank of India having branches in Jammu & Kashmir.

2.10.4 The above Security Deposit shall be furnished within **21 days** from the date of issuance of Letter of Intent failing which the EMD paid by the bidder would be forfeited besides cancellation of the Contract.

2.10.5 The Security Deposit in the shape of Bank Guarantee shall be kept valid till successful completion of the contract, after which the Security Deposit will be returned to the Consultant. The Security Deposit paid by the Consultant will not carry any interest.

2.10.6 If the Client incurs any loss or damage on account of breach of any clause mentioned above or any other cause arising out of the Contract that becomes payable by the Consultant to the Client, then the Client will in addition to such other rights that he may have, under law, appropriate the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the Consultant.

2.11 Goods and service tax

Goods and service tax (GST) shall be paid by the Client at applicable rates. The Consultant shall mention GST Registration Number on each invoice and shall also give an undertaking that the amount of GST received from JKWRRRA shall be deposited with the concerned Tax authority. For the purpose of evaluation, the GST component shall be as per the rates applicable at the time of bid submission in the quoted offer. Moreover, the GST shall be accounted for as per the applicable rates except in cases of delays attributable to the consultant in which case any increase in such rates shall be to the account of the Consultant.

2.12 Applicable laws:

The Agreement shall be interpreted in accordance with the Laws as applicable in the U.T of Jammu and Kashmir as amended from time to time.

2.13 Jurisdiction for legal proceedings:

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court of Law outside the UT of Jammu and Kashmir. No other Courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.50/- agreeing to the above condition **(ANNEXURE-III)**.

2.14 Arbitration:

In the event of any disputes, differences relating to the interpretation and application of the provisions of this agreement between JKWRRRA and the Consultant, same shall be settled, to the extent possible, amicably between the parties. In case the parties are unable to settle the disputes amicably, each party shall appoint one arbitrator and third arbitrator shall be nominated by the said two arbitrators. The rules governing the arbitration proceedings shall be those of the J&K Arbitration & Reconciliation Act, 1997. The venue of the arbitration proceedings shall be in the Union Territory of Jammu & Kashmir. Notwithstanding pendency of any matter before the Arbitral Tribunal, the parties hereto shall continue to perform their respective obligation under the agreement.

2.15 Special conditions:

The Consultant shall list out his experience, with documentary credentials of services rendered, as proof in his offer.

The bidder shall affix his signature with seal on each page of the bid.

All information in the bid shall be in ENGLISH only. All corrections, over writings, etc. in the bid must be duly attested by the bidder.

2.16 Rejection of tenders:

In addition to the specific provisions given in the NIT, the tender is also liable for rejection if:

- a) Not signed by the bidder.
- b) Not in the prescribed form and not containing all the required details.
- c) Not in conformity with the technical specifications.
- d) With validity period less than that specified in the NIT.
- e) Incomplete and ambiguous.
- f) Received from Consulting Firms/Organizations which are debarred/banned by any State/U.T. Government or Agency or Organization
- g) Received from a bidder who is directly or indirectly connected with utility/licensee involved in the business for which tariff is to be fixed.
- h) Any deviation from the NIT.

2.17 Client reserves the right:

- a) Not to accept the lowest or any Bid without assigning any reasons thereof.
- b) To reject any or all the Bids without assigning any reasons thereof.
- c) To relax or waive off any of the conditions stipulated in the NIT as deemed necessary in the best interest of the Client for good and sufficient reasons.

2.18 Corrupt or fraudulent practices:

It is required that bidders under this proposal observe the highest standards of ethics during execution of this proposal. In pursuant to this policy, the following terms are set forth:-

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in proposal execution and

“Fraudulent Practice” means a misrepresentation of facts, in order to influence the execution of contract detrimental to the client, and includes collusive practice among bidders(prior to or after proposal submission), designed to establish proposal prices at artificial non-competitive levels to deprive the client of the benefits of free and open competition.

The Client will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the bid in question. The client may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that bidder had engaged itself in such practices in competing for or in execution of the proposal.

2.19 Allotment of Contract:

On allotment of contract, the agreement shall be executed as per the format at **ANNEXURE VIII.**

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SECTION-II

TERMS OF REFERENCE

3. Background

The Jammu and Kashmir Water Resources Regulatory Authority (JKWRRRA) stands established under the Jammu & Kashmir Water Resources (Regulation and Management) Act, 2010. The Authority is entrusted with the job of establishing water tariff system & water usage charges for different uses of water in the Union Territory of J&K. The Act mandates that water usage charges shall at least recover the cost of the project and the expenditure incurred on its operation, maintenance and management. The Authority by virtue of Section 128 of the Act has to determine & fix the charges for:

- a) Supply of water to a consumer from any water supply scheme for domestic purposes. Categorization of water usage charges shall be made in respect of metered and flat rates for;
 - i. Cities
 - ii. Towns
 - iii. Rural areas
- b) Supply of water to a consumer for commercial and industrial purposes. Categorization of water usage charges shall be made in respect of metered and flat rates.
- c) Supply of water to, or use of water by, a consumer from any irrigation scheme or any water source for irrigation purpose. Categorization of water usage charges shall be made in respect of;
 - i. Gravity supply schemes
 - ii. Lift schemes
 - iii. Tube well irrigation schemes
- d) Extraction & usage of ground water in respect of notified and other areas for:
 - i) Filling of water tankers/ any other such use.
 - ii) Commercial, institutional, industrial use or any other such use.
 - iii) Water charges for units using water as a raw material like packaged water, beverages, etc.
 - iv) Use of water for mining projects.
 - v) Any other use.
- e) Water usages charges for generation of electricity with respect to plant head/discharge.

The Act mandates that the water usage charges are to be reviewed after three years. These charges have to be fixed with regard to:

- i. The purpose for which the water is supplied or used;
- ii. The quantity of water supplied or used;
- iii. The nature of use of such water by the user, whether domestic, commercial or industrial or for trading purposes;
- iv. The timeliness of supply or use of water; and
- v. The periodicity of supply or use of water.

Two tariff orders stand issued in the year 2021 by the Authority and the Authority has now to fix the water usage charges for various uses of water for a period of three years in respect of the water usage charges for drinking purposes (Domestic/commercial purposes-metered/half yearly flat rates), extraction and usage of ground water, irrigation purposes (gravity, lift and tube well) and water usage charges for generation of electricity. These charges shall be determined on the basis of the data obtained from the utilities.

Services shall be required for assisting Authority in fixing these water usage charges on the basis of data as obtained from the utilities with regard to operation, maintenance and management and the capital cost. The tariff is to be fixed for a slab of three years viz. 2022-23, 2023-24 and 2024-25 by the Authority, and the Consultant has to undertake the job of analyzing the data and thereafter advising the Authority to fix the charges.

4. Objectives

The objectives of this consultancy services are to assist the Jammu & Kashmir Water Resources Regulatory Authority in determining, and fixing the water usage charges for different uses of water, besides providing assistance in public hearings and drafting of tariff orders.

5. Responsibilities of the Consultant

5.1 The responsibilities of the Consultant shall be as under:

- (a) Diligently prepare the formats for obtaining the information/data from the utilities/licensees/departments
- (b) Analyzing the data received from the utilities/licensees.
- (c) On the basis of logical analysis, propose water usage charges for different uses of water.
- (d) Assist the Authority in conducting the Public Hearings and to logically analyze the feedback of such hearings, and if required, incorporate the same in the proposal of water usage charges.
- (e) Modify the proposals, if required.
- (f) Prepare the final draft order.
- (g) Any other assistance, not listed above, as may be required.

- 5.2 Examining the correctness and appropriateness of the data, according to the standard accounting principles and practices, the procedure and logic adopted by the Utilities for arriving at various elements for the purpose of determination of water usage charges.
- 5.3 Developing suitable and appropriate assumptions and methodology, for determining the various elements of costs and their prudent level.
- 5.4 To take into account, for determining the permissible cost, operating efficiency requirements including operational norms and operating expenses. The operational norms which are also known as performance norms or parameters shall include technical and financial aspects.
- 5.5 For the purpose of determination of tariff, to keep in view the following rationale, derived from various provisions of the Jammu and Kashmir Water Resources (Regulation and Management) Act 2010, national consensus and reports of important committees:
 - (a) Average cost of supply should form the basis for determination of tariff.
 - (b) The factors which would encourage competition, efficiency, economical use of resources, good industry practices and optimum investments.

The Consultant has to describe methodology, approach and work plan to carry out the work.

- 5.6 The hallmark of the strategy for technical assistance from the Consultants is therefore expected to include also the following:
 - a) Appropriateness.
 - b) Implementation ability.
 - c) Stakeholder acceptance.
 - d) Involvement of the utility staff for enhanced success of the reform process, and
 - e) Assistance in seeking and adopting stake holder's suggestions.

6. Scope of Work

6.1 The consultant's scope of work, in short will be as under:

- (a) Fixation of water usage charges for a period of three years for various categories of use of water like:
 1. Supply of water to a consumer from any water supply scheme for domestic purposes. Categorization of water usage charges shall be made in respect of metered and flat rates for;
 - i. Cities
 - ii. Towns
 - iii. Rural areas

2. Supply of water to a consumer for commercial and industrial purposes. Categorization of water usage charges shall be made in respect of metered and flat rates.
3. Supply of water to, or use of water by, a consumer from any irrigation scheme or any water source for irrigation purpose. Categorization of water usage charges shall be made in respect of;
 - i. Gravity supply schemes
 - ii. Lift schemes
 - iii. Tube well irrigation schemes
4. Extraction & usage of ground water in respect of notified and other areas for;
 - i) Filling of water tankers/ any other such use.
 - ii) Commercial, institutional, industrial use or any other such use.
 - iii) Water charge for units using water as a raw material like packaged water, beverages, etc.
 - iv) Use of water for mining projects.
 - v) Any other use.
5. Water usages charges for generation of electricity with respect to plant head/discharge.

(The rate shall have to be determined and fixed for a period of three years starting from 2022-23).

- b). The consultant shall devise the formats for obtaining the data from the utilities/departments/licensees as shall be required for the purpose.
- c) The consultant shall assist the Authority in fixing the tariff (Water Usage Charges) having regard to:
 - i. the purpose for which the water is supplied or used;
 - ii. the quantity of water supplied or used;
 - iii. the nature of use of such water by the user, whether domestic, commercial, or industrial or for trading purposes;
 - iv. the timeliness of supply or use of water;
 - v. the periodicity of supply or use of water; and
 - vi. Benefits accrued to the consumers and paying capacity of consumers.

(The water usage charges shall at least recover the cost of the project and the expenditure on its operation, maintenance and management).

- d) Providing assistance to JKWRRRA in public hearings
- e) Formation of draft Tariff Order on behalf of the Authority
- f) Any other assistance/matter related to the scope of work.

7. Deliverables and Payment Schedule

7.1 Time period for preparation of draft tariff order.

The time frame for submission of the following;

- i) Inception report proposing a revised tariff structure;
- ii) Consultation with the authority;
- iii) Finalization of inception report;
- iv) Organization of public hearing for eliciting public opinion/ suggestions;
- v) Discussion on draft report and modifications; and
- vi) Preparation and submission of final report.

is expected to be six months, but the exact time for undertaking all the aforementioned activities in a meaningful and purposeful manner shall be determined by the Authority with the successful bidder.

7.2 Mode of payment

7.2.1 Payment will be made through Cheque by the Client. If the Consultant requests for DD payment or RTGS/NEFT, banking services commission as applicable shall be to the account of the consultant.

7.2.2 Offers in agreement with the above terms of payment shall only be entertained.

7.2.3 Schedule of payment

S. No.	Payment Instalment	Milestone	Time period for submission of report	Payment: % of Contract Value
1		Inception report proposing a revised tariff structure (10 copies).	30 days	
2		Consultation with the Authority	15 days	
3	First	Finalization of Inception report	15 days	20%
4	Second	Organization of public hearing for eliciting public opinion/ suggestions [#]	90 days	35%
5	Third	Discussion on draft report and modifications [*]	15 days	20%

6	Fourth	Preparation and submission of final report (20 copies).	15 days	20%
7	Fifth	Six months after final tariff structure is notified during which period the consultant shall assist the Authority in responding to any feedback/representations etc. in this regard.		05%

#The public hearings shall have to be conducted both at Jammu as well as Srinagar.

* The Authority proposes to seek advice/suggestions of the U.T. Govt. after the process is completed and before the Consultant is advised to propose a final tariff structure.

SECTION-III SELECTION OF CONSULTANT

8. Bid Qualification Requirements (BQR)

8.1 Basic Requirements:

- (a) Bidder should be in the business of consultancy services for a minimum period of 5 years up to the bid submission date.
- (b) Bidder should have qualified and experienced personnel having experience in tariff related issues in the form of filing petitions before a regulator or assisting a regulator, in analyzing such petitions in any of the States/ Union Territories in the country.
- (c) Bidder should have a minimum financial turnover of Rs.50.00 Lacs in consultancy business in the last three years. The audited annual reports for the past three financial years should be enclosed with the bid.
- (d) Bidder should provide details of each assignment undertaken on the basis of which he/she is claiming qualification as per requirements laid above indicating therein, the work order references, type of assignment and completion status duly certified by the bidder.
- (e) Bidders having experience of tariff matters in water sector shall get preference by way of additional qualification score.

8.2 The offers of bidders not satisfying the BQR will be summarily rejected.

9. Process of selection of consultants

9.1 Bidder has to meet bid qualification requirements as per clause 10 above. Only the bidder who satisfies the BQR conditions will be considered for technical evaluation.

9.2 Technical Proposal. The Technical Proposal from the interested firms should essentially include the firm's experience in carrying out similar assignments, individual Curriculum Vitae of key resource personnel proposed for the assignment (in the attached proforma), their proposed role on the assignment with man-days proposed along with percentage of the man-days proposed to be spent, proposed Approach & Methodology for successfully carrying out the assignment. The key resource personnel would mean the following:

- a) The team leader with minimum five years of tariff related experience.
- b) A financial expert with minimum five years' experience and having expertise in the areas of financial analysis of State/UT Utilities/Departments
- c) Technical expert with minimum two years' experience in hydraulic sector at the level of Chief Engineer.

In addition to the above key resource persons, the consultants should propose operational consultants in financial and tariff related areas based on their estimate of efforts/ requirements. In case the resource persons are changed during the contract period, the persons possessing qualification and experience matching with the requirement as specified for the respective category have to be appointed with prior approval of the Client.

9.3 Financial proposal

Prospective bidders shall submit the financial proposal for all the tasks/assignments as given in the NIT as per the price schedule given as **ANNEXURE-IV**.

9.4 Other Special Instructions:

Each Curriculum Vitae must be signed by the individual and countersigned by the authorised signatory of the bidding organization. The information given in the CV may be independently verified and if at any stage, any information is found to be incorrect, the bidder may be either disqualified or the services terminated, as the case may be.

9.5. Expected Skill Sets/Team Composition

The consultant is expected to propose staff for the following key positions:

- (i) The Team Leader with BE/B.Tech/B.Sc(Engg)/MBA/CA and having at least 5 years of experience in tariff matters under regulatory regime.
- (ii) The Financial Expert with MBA (Finance)/CA/CWA having minimum 5 years' experience and having expertise in the areas of financial analysis of tariff related matters of Utilities/Departments
- (iii) The technical expert with BE/B.Tech/B.Sc (Engg) having minimum 02 years of experience as Chief Engineer in utilities/departments of hydraulic sector.

The bidder can co-opt any additional man power of appropriate qualification / experience subject to the approval by the client.

Any changes to the proposed team members during actual execution of the assignment shall not be permitted (barring exceptional circumstances if justifiable).

10. Evaluation criteria

- a) The evaluation shall include contract value of works with applicable goods and service tax, etc.
- b) In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.
- c) The quoted price shall be corrected for arithmetical errors.
- d) Offers will be evaluated as a whole and not item wise.
- e) The lowest evaluated price will be accepted as a whole.
- f) Bidders shall quote for all the items to have a composite offer for evaluation.

Criteria for technical evaluation	Points
Relevant experience in: <ul style="list-style-type: none"> • Filing/analyzing the petitions for regulators- 20 • J&K Utilities under regulatory regime-05 • Tariff matters in water sector-10 	35

<p>Qualification and competency of the key staff:</p> <ul style="list-style-type: none"> • Team Leader : 15 • Technical Expert: 15 • Financial Expert: 10 	40
<p>Adequacy /quality of the proposed work plan and its methodology:</p> <ul style="list-style-type: none"> • Soundness of the proposed approach – 10 • Clarity about requirement – 05 • Work Plan – 05 	20
<p>Transfer of knowledge-05</p>	05

The financial proposal of the bidder with lowest summarized total cost will be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their quoted prices-

Financial score (Sf) of firm A = $100 \times LP/QP$, where

LP – Lowest price quoted amongst the bidders.

QP – Price quoted by firm A.

The weightage given to technical and financial proposals shall be 0.70 and 0.30 respectively.

Total score(S) shall be–

$$S = S_t \times 0.70 + S_f \times 0.30$$

where,

S_t – Score on technical proposal

S_f – Score on financial proposal

SECTION-IV

TECHNICAL PROPOSAL - STANDARD FORMS/ANNEXURES

S. No.	Document	Description	Page No.
1.	Form – 1	Technical Proposal Submission Form	24
2.	Form - 2	Consultant's Organization and Experience a) Consultant's Organization b) Consultant's Experience	25
3.	Form – 3	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Consultant a) On the Terms of Reference b) On Counterpart Staff and Facilities	28
4.	Form - 4	Description of Approach, Methodology and Work Plan for Performing the Assignment	29
5.	Form – 5	Team Composition and Task Assignments	30
6.	Form – 6	Curriculum Vitae for Proposed Professional Staff	31
7.	Annexure - I	Declaration on EMD	34
8.	Annexure - II	Bank Guarantee for Security Deposit	35
9.	Annexure - III	Undertaking for Legal Proceedings Jurisdiction	37
10.	Annexure – IV	Price Schedule	38
11.	Annexure - V	Deviation from NIT	39
12.	Annexure - VI	Assignment of Similar Nature Successfully Completed	40
13.	Annexure - VII	Declaration Form	41
14.	Annexure -VIII	Agreement	42

FORM -1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

**Chairperson,
JKWRRRA.**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your NIT No. _____ dated _____. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under separate envelopes:

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand that the client reserves the right not to accept any Proposal/Proposals without assigning any reason(s).

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Telephone/Fax/email; _____

FORM -2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two page) description of the background of your firm/entity/organization and each associate proposed to be involved with this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for the assignment, was legally contracted either individually or as a corporate entity for carrying out the consulting services similar to the ones requested under this assignment. Use separate pages.]

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

Description of actual services provided by your staff within the assignment:

Firm's Name: _____

FORM -3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A - On the Schedule of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve the performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff

[Comment here on counterpart staff to be provided by the JKWRRRA]

FORM -4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Requirements.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and supporting staff.

FORM -5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name of resource person	Academic Qualification	Area of Expertise	Position Assigned	Task Assigned

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: __

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **States/Countries of Work Experience** [*List of states/countries where staff has worked in the last ten years*]: _____

9. Languages Known [For each language indicate proficiency: very good, good or fair, in speaking, reading, and writing]:

Language	Level of proficiency in speaking	Level of proficiency in reading	Level of proficiency in writing

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

S. No	Dates of employment		Employer	Positions held
	From	To		

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p>
--	---

	Year: _____
	Location: _____
	Client: _____
	Main project features: _____
	Positions held: _____
	Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative.

ANNEXURE –I

The Declaration regarding Earnest Money Deposit on Affidavit as mentioned below:-

IProp/S/O /W/Odo hereby solemnly affirms and declares as under.

- i) That In case I /We withdraw the bid or modify the same at any stage of the bidding process during the period validity, Chairperson, JKWRRRA will be at liberty to suspend me/us from submitting bid in any tender in future for a period of one year.
- ii) That in case I /We fail to sign the contract Chairperson, JKWRRRA will be at liberty to suspend me/us from participating in any tendering process in JKWRRRA in future for a period of one year.
- iii) That I/We solicit this declaration with the submission that in case I/We fail to deposit the performance security deposit, I/we hereby authorize the Manager of the BankBranch to allow Chairperson, WRRRA to access my /our Bank Account No IFSC code and withdraw the requisite performance security from it for its forfeiture and further remittance thereof towards JKWRRRA.
- iv) That I/We solicit the statements given above are true and correct.

SIGNATURE OF THE
BIDDER/AUTHORISED REPRESENTATIVE
OF THE BIDDER

NAME:

DESIGNATION:

DATE:

-COMPANY SEAL-

Annexure - II

BANK GUARANTEE FOR SECURITY DEPOSIT

NON-JUDICIAL –Rs 50/-Stamp Paper

THIS DEED OF GUARANTEE made on this day of by the Bank of (Bank name & address) (Hereinafter called "Bank") to and in favour of the Jammu & Kashmir Water Resources Regulatory Authority having its Office at Ashok Nagar, Satwari, Jammu (hereinafter called " The Client").

WHEREAS (*Name of firm*) herein called "The Consultant") have by virtue of the contract entered into agreement as per Work Order No.....Dt..... with the Client to in accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the Contract in Work Order No. dt.....the Consultant has to pay a sum of Rs./- (Rupees only) towards security deposit from a Nationalized Bank/ Scheduled Bank of India having branches in Jammu & Kashmir.

AND WHEREAS the Consultant has requested the Client to accept bank guarantee in lieu of security deposit for a sum equivalent to 5% (Five percent) of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has, at the request of the Consultant, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions contained in Work Order No.....dated.....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the Client having agreed to accept the Bank Guarantee from a Nationalized Bank/ Scheduled Bank of India having branches in Jammu & Kashmir towards security deposit for a sum equivalent to Rs..... (Rupees..... only), the Bank does hereby guarantee that if the Consultant fails to perform the contract in accordance with the specification and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without and protest or demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the Client:

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said guaranteed amount of Rs...../--(Rupees only)

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the Consultant has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Client.

2. The Bank further undertakes to indemnify the Client against any loss or damage that may be caused or suffered by the Client by reason of any breach of the term and conditions in the said Work Order No. dated

3. The guarantee herein contained shall remain in force till the terms and conditions of the Work Order No. dated have been fully and properly carried out by the said Consultant and in any case, the guarantee shall not hold good after the

4. The Bank further agrees with the Client that the Client shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said Consultant from time to time or to postpone from time to time any of the powers exercisable by the Client against the said Consultant and to forebear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said Consultant or by reasons of any for-bearance, act or omission on the part of the purchaser or any indulgence by the Client to the said Consultant or by any such matter or thing what-so-ever which under the law relating to sureties would but for these provisions have the effect of so relieving the bank.

Any account settled between the Client and the Consultant shall be the conclusive evidence against the bank for the amount due and shall not be questioned by the Bank.

The expression "Bank", "Consultant" and "the Client" herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF through acting for and on behalf of the Bank has signed this deed on the day, month and year first above written. In the presence of witnesses:

Signature
Seal of the Bank
(Name in Block letters)

1.

2.

(Names in capitals to be subscribed with designation, office address or residential address)

ANNEXURE-III

**UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION
(to be submitted on Non-Judicial stamp paper of Rs. 50/- & duly attested)**

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE
..... By Messrs
hereinafter called the "BIDDER" (Which expression shall where the context so admits,
mean and include their agents, representatives, successors – in – office and assigns).

TO AND IN FAVOUR OF

The Jammu & Kashmir Water Resources Regulatory Authority having its Office
at Ashok Nagar, Satwari, Jammu, hereinafter called the Client (Which expression shall,
where the context so admits, mean and include the successors in – office and assigns).

WHEREAS the Client has called for acceptance of jurisdiction of legal
proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit or any proceedings in
regard to any matter arising in any respect under this contract shall be instituted in any
court, save in an appropriate Civil court of competent jurisdiction within the territorial
limits of the U.T of Jammu and Kashmir. It is further agreed that no other court shall
have the jurisdiction to entertain any suit or proceedings, even though, part of the cause
of action might arise within their jurisdiction.

IN WITNESS WHERE OF I,, (Name and Designation)
bidder/authorized representative of the bidder has signed this deed on the day, month
and year mentioned herein above.

Witnesses

- 1.
- 2.

SIGNATURE OF THE BIDDER/AUTHORIZED
REPRESENTATIVE OF THE BIDDER
NAME :
DESIGNATION :
DATE :
-COMPANY SEAL-

ANNEXURE-IV

PRICE SCHEDULE

PRICE IN RUPEES					
S. No	Deliverable	Rate	GST	Other taxes & duties (if applicable)	Total (all inclusive price)
1	Consultancy services for fixing the water usage charges for use of water for different purposes in the Union Territory of J&K.				

Note: The price quoted shall be all inclusive of taxes, duties, out of pocket expenses, travel, boarding & lodging expenses etc. The client shall not pay anything extra over the quoted price for this agreement.

SIGNATURE OF THE BIDDER:

NAME :

DESIGNATION :

DATE :

COMPANY SEAL

ANNEXURE –V

DEVIATION FROM NIT

The bidder hereby confirms the NIL deviation from the NIT in all aspects by duly filling NIL and enclosing this annexure in the offer cover.

SIGNATURE OF THE BIDDER.

NAME :

DESIGNATION :

DATE :

COMPANY SEAL

ANNEXURE-VI

ASSIGNMENT OF SIMILAR NATURE OF WORKS SUCCESSFULLY COMPLETED

1. Brief description of the firm/organization

2. Outline of the recent experience on assignments of similar nature

S. No	Name of the assignment	Name of the project	Client	Cost of the Assignment	Date of completion	Date of commencement	Was assignment satisfactorily completed (Yes/No)

(Note : Please attach copies of work order and completion certificates from the clients as a documentary proof)

SIGNATURE OF THE BIDDER.

NAME :

DESIGNATION :

DATE :

-COMPANY SEAL

ANNEXURE-VII

DECLARATION FORM

To,

Chairperson,
JKWRRA

Sir,

1. Having examined the above NIT together with the accompanying schedules etc., we hereby offer to complete the Scope of Works covered in this NIT at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the NIT.
3. We hereby agree to furnish the amount of security deposit in terms of clause 2.10.1 of the Bid Document in case we are accepted as a successful bidder.
4. We agree for release of payments for the contract as specified in the bid price schedule, as specified vide clause 9.2.3 of the Bid Document..

Yours faithfully

Place :

Date :

Company Seal :

Signature :

Designation :

Company :

ANNEXURE-VIII

AGREEMENT

Articles of agreement made on this _____ day of _____ between _____ of the one part and the J & K Water Resources Regulatory Authority (hereinafter called "the Authority") of the other part, whereas the Authority has engaged the party of the first part as a consultant and the party of the first part has agreed to provide the consultancy services to the Authority, on the terms and conditions hereinafter contained.

Now these present witnesses and the parties hereto respectively agree as follows:-

1. The party of the first part shall submit itself to the orders of the Authority and of the officers and authorities under whom it may from time to time be placed by the Authority.
2. The party of the first part shall complete the assignment as contained in Annex. Within a period of month(s) commencing from _____.
3. The party of the first part shall be paid as under :-
4. The schedule of payments shall be as under:-
5. No TA/DA shall be admissible to the party of the first part for local journeys in connection with the consultancy assignment.
6. The party of the first part shall not disclose to any unauthorized person any information and data that may be supplied to it by the Authority or by any other organization under the directions of the Authority. All such documents or any information that may have come to its knowledge directly or indirectly by virtue of the assignment shall be the property of the Authority.
7. The party of the first part undertakes that this assignment shall neither be in conflict with its prior or current obligation to other clients nor shall it place it in a position of not being able to carry out the assignment objectively and impartially.
8. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as hereinabove, the party of the second part shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part.

9. In case of any difference or dispute between the parties arising out of this Agreement, it shall be referred for arbitration to a person nominated by the Authority. The proceedings shall be subject to the J&K Arbitration and Conciliation Act, 1997, as amended from time to time and will be held either in Jammu or Srinagar.
10. The payment of fee to the party of the first part shall be made by the Authority after the deduction of admissible taxes at source in accordance with the laws for the time being in force.
11. The Authority reserves its right to foreclose, terminate or cancel the engagement of the consultant without assigning any reasons. In such cases, party of the first part shall be paid remuneration after taking into consideration the part of the work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Authority, and the decision of the Authority shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.
12. In respect of any matter for which no provision has been made in this agreement, provisions contained in the general instructions of the Government on the subject of engagement of consultants shall apply.

In witness whereof the party of the first part and _____ to the Authority, on behalf of the Authority have hereto put their hands on the day and the year above written.

Signed by _____ for _____ the party of the first part in the presence of _____

Signed by _____ the _____ to the Authority for and on behalf of the Authority in the presence of _____.
