

**TENDER DOCUMENT TO NIT PUBLISHED
UNDER NO: NIT NO: BC : 26(2)/16-111-16
DT. 19th OCT, 2016 DUE ON 14.11.2016**

(NON – TRANSFERABLE)

1. BACKGROUND:

The J & K Minerals Ltd (a Govt. of J&K undertaking) aims to Explore, Exploit and carry out continuous and sustained mining operations through J.V arrangement by incorporating highly professional and technologically advanced techniques in Sapphire Mines in Paddar, Kishtwar (J&K) India.

With the above aim in mind, J & K Minerals Ltd. has received six proposals in response to EOI invited in April, 2013 and five parties short listed for obtaining technically / financially firm offers as per terms of RFP circulated among Short Listed Parties (SLP).

For the purpose, of structuring a successful JV Project, the services of experienced reputed consultant / Transaction Advisor are required for rendering financial, legal and technical advice / assistance to the authorities in carrying out bid process management – evaluation of qualifying criteria and other parameters as per RFP document for award and implementation of JV Project in an efficient, transparent and fair manner to facilitate selection of technically and financially suitable partner for exploration and exploitation of Sapphire Mines at Paddar, Kishtwar in the State of J&K (INDIA).

2. SCOPE OF WORK:

The work of consultant / Transaction Advisor entail the following jobs for accompaniment in a most effective professional and transparent manner:-

- i) Render assistance / professional advice to the authorities in technical / financial evaluation of parameters fixed as per RFP documents to facilitate selection of suitable Joint Venture Partner from among short listing parties (SLP).
- ii) Suggest modification if any required in legal and institutional framework as per RFP document for implementation, operation and maintenance of the Joint Venture arrangement. This would also include the impact of policy decisions by the Government, Director General Mines Safety, and amendments to the existing (State / Central) Acts regulating in the matter.
- iii) Render professional advice / technical advice in signing of TOA with JV Partner and also render assistance in registration of JV Company in terms of relevant statute(s) regulating in the matter.
- iv) Any other services/ assistance as may be required.

3. SELECTION OF TRANSACTION ADVISOR:

The consultants (TA) shall be appointed on evaluation of technical and Financial Proposal of Eligible applicants by the TOC. The selected consultant will report to the J&K Minerals Ltd. or any other committee / sub-committee as may be constituted by the state Govt. for the purpose.

4. DELIVERABLES AND PAYMENT SCHEDULES:

The TA shall be committed to ensure its presence in rendering prompt and uninterrupted consultancy services in co-ordination with the events that would take place during the process of short-listing / selection of JV partner.

For the purpose, the interested party (TA) would quote lump sum amount as remuneration for the services falling within ambit of scope of work. The fee structure will be based on events as mentioned below. Total fee would be as per the deliverables corresponding to the milestones mentioned below:

Sr. No	Deliverable / events	Payment schedule – percentage of lump sum amount.
1)	On completion of Evaluation of final proposal received from shortlisted parties and submission of technical evaluation report for consideration of Competent Authority to the selection of JV Partner.	30% of the total amount.
2)	Signing of TOA with J.V Partner.	20% of the total amount.
3)	Registration of J.V Company in terms of relevant statutes regulating in the matter.	50% of the total amount.

5. ELIGIBILITY CRITERIA:

Reputed Consultancy firms having annual turnover not less than Rs. 20.00 Crores and possessing the requisite experience and capabilities for undertaking consultancy, (financial, legal and technical) may participate in selection process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”). The participating firms will be required to furnish all information as per appended forms to fulfill eligibility criteria as well as to agree to the Terms of Reference (TOR) as per RFP.

6. KEY PROFESSIONAL STAFF:

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall fulfill the academic and professional experience as detailed below:-

Key Personnel	Educational Qualifications	Length of Professional Experience	Experience on Eligible assignment
Team Leader	MBA / CA / CFA or Equivalent	10 years	He / she should have worked in public as well as private sector preferably in Mining sector in India with experience in feasibility assessment, business plan and Joint venture.
J V / Technical Expert	Mining Engineer (1 st Class), MBA / CA or Equivalent	10 Years	He/she should have worked as JV expert of at least two JV projects preferably in the field of Mining.
Finance Expert	MBA / CA or Equivalent	10 Years	He/ She should have experience in developing financial models, viability assessment, and comparison of scenarios with experience of working in the Mining sector.
Legal Expert	Graduate in Law/Equivalent	10 years	He / She should have worked as a legal expert with significant experience in Joint Ventures

7. PREPARATION OF PROPOSAL:

The Consultants shall submit their proposal in the enclosed formats with a covering letter, super scribed as given under against each cover:

Cover 1: To contain technical bid as under:-

1. RFP in original with signature on each page,
2. Documents supporting the eligibility criteria. (To support the claim of experience / successful completion of Joint Venture projects, the consultants are advised to submit the requisite certificate from the respective clients.)
3. Name and profile of the key professionals on the attached format along with the offer.
4. Tender Fee of Rs.5000/- (Rupees Five thousand) only (non-refundable) either in cash or in the shape of Demand Draft drawn in favour of FA&CAO, J&K Minerals Limited.

Cover 2: EMD – 2% of quoted value of consultancy charges in the shape of CDR / FDR / Irrevocable Bank Guarantee (IGB) from any nationalized bank pledged in the name of FA&CAO, J&K Minerals Limited

Cover 3: Financial (Price) Bid, in the prescribed format (Appendix– VIII).

8. BASIS FOR AWARD OF CONTRACT:

Once the eligibility criteria are fulfilled, the selection of consultants shall be based on evaluation of their financial bid. The party who has offered lowest financial bid shall be selected.

9. VALIDITY PERIOD:

Validity Period of offer must be minimum 180 days from the proposal due date.

10. RIGHT TO REJECT ANY OR ALL PROPOSALS:

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment.
- b. The Authority reserves the right to reject any Proposal if:
 - I) At any time, a material misrepresentation is made or discovered,
 - Or
 - The Applicant does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the Proposal.
 - II) Misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process

11. TAXES AND LEVIES:

The financial offer by the bidder should be inclusive of all the costs and taxes. No extra claims shall be entertained.

12. A) SUBMISSION OF OFFERS:

The offers affixed with revenue stamp worth Rs.6/- should be addressed to The Managing Director, J&K Minerals Limited and should reach his office at 5th Floor, Jawaharlal Nehru Udyog Bhawan, Rail Head Complex, Jammu – 180012 on or before 14.11.2016 by 4.00 P.M. Offer(s) received

late by hand or post or otherwise shall not be entertained, even if the rates quoted are lowest.

B) OPENING OF OFFERS:

Offers shall be opened by the Tender Opening Committee (TOC) on 15.11.2016 or any other subsequent date convenient to the TOC in presence of the firms / parties who may wish to remain present at the time of opening of offers

13.DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL PROPOSAL IN FIRST COVER:

13.01 Transmittal Letter and Title Page:

Include a transmittal letter containing a brief statement of the respondent's understanding of the work to be done and an indication of positive interest in performing this work for J&K Minerals Limited / State Government.

13.02 Table of Contents:

Include a Table of Contents listing the various sections included in the proposal.

13.03 Proposal Contents:

Brief Corporate Profile along with Experience in handling similar assignments including Completion certificates satisfying the eligibility criteria mentioned above

13.04 Team Identification and Organizational Chart:

Identify firm and each key professional by name, primary representative and title, address of offices, telephone and fax numbers and email address. Indicate the business structure (i.e., whether firm is a corporation, joint venture, partnership, or sole proprietor). Indicate the name(s) of the owner(s) of firm / company.

13.05 Qualifications and Experience:

The proposer must supply information concerning the Number of Professional Consultants who will be deputed exclusively for the jobs involved along with their curriculum vitae specifying qualifications and relevant experience for this assignment.

The applicant will furnish details on separate sheets about eligible assignments completed by the firm, giving name of the project, description of services performed, name and address of the client, estimate capital cost of the project, start date and completion date of the services as well as payment received by the applicant.

13.06 Notarized power of Attorney:

An authorized notarized person of the firm shall sign the proposal, on behalf of the firm. The Power of Attorney of the authorized person should be on stamp paper or Board resolution should be submitted

along with the proposal. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and submitted with the proposal.

13.07 Undertaking regarding conflict of Interest:

Consultant must submit an undertaking clearly indicating the following:

a. Transaction advisor Not to Benefit from Commissions, Discounts, etc.

The remuneration of the transaction advisor shall constitute the transaction advisor' sole remuneration in connection with the services rendered, and the transaction advisor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Project or to the Services or in the discharge of their obligations under the Contract, and the transaction advisor shall use their best efforts to ensure that the Personnel, any Sub transaction advisors, and agents or either of them, similarly shall not receive any such additional remuneration

b. Transaction advisor Not to Be Otherwise Interested in Project:

The transaction advisor agree that, during the term of this Contract and till its termination, the transaction advisor as well as any Sub transaction advisor shall not provide similar transaction advisory services related to this engagement to any bidder of the Project.

13.08 Audited Financial Statements:

Audited Financial Statements for the last three years

14.ACCEPTANCE OF OFFERS:

The acceptance of offer will rest with Managing Director, JKML who does not bind himself to accept the lowest offer and reserves to himself the authority to reject any or all of the offers received, Offers in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. JKML does not bind itself to accept the lowest or any offer and reserves to itself the right of accepting the whole or any part of the offer and the applicant shall be bound to perform the same at the rates quoted. If any applicant stipulates any conditions of his own, such conditional offer is liable to be rejected. Upon acceptance of the offer by JKML, the applicant shall sign an **AGREEMENT** with JKML for the works awarded to him under the offer.

15.DISPUTES / ARBITRATION

In the event of any dispute or difference arising between JKML and the applicant in any matter covered by this contract or arising directly or indirectly

there from or connected or concerned with the said contract in any manner of implementation of contract, in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Managing Director, JKML, within 90 days of occurring of dispute who may himself act as sole arbitrator or may name as sole arbitrator an officer of JKML notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the J&K Arbitration Act shall apply to such arbitration. The applicant expressly agrees that the arbitration proceedings shall be held at JAMMU/SRINAGAR. In case the applicant wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in JAMMU/SRINAGAR shall have the jurisdiction.

16. FORCE MAJEURE:

a) Apart from and an addition to what is stipulated in the Civil Court of Jammu/Srinagar the following occurrence may according to the circumstances constitute case of Force Majeure and absence of Force Majeure.

- i) The unforeseen act of third party for which the supplier is not responsible or
- ii) An official prohibition preventing the performance of the order, or
- iii) A natural catastrophe such as an earthquake, lightening or civil war.

b) Absence of Force Majeure;

- i) A strike or lockout taking place in the undertaking of the supplier or affecting the branch of business in which he carries out its activities, or

17. CLARIFICATION :

The firms are free to hold pre-bid meeting with the Managing Director, J&K Minerals Limited or the undersigned with prior appointment for any clarifications regarding TOR of the RFP Document before the due date.

18. CLAUSE OF DURATION OF ASSIGNMENT :

The estimate duration of the assignment shall be maximum one to two months after the date of issue of LOA. No additional fee shall however be paid if the assignment is extended by a fortnight period. The participating bidders may however mention in their first cover of the bid about the formula for enhancement in the remuneration in case, the assignment is extended beyond three and half months period.

SPECIAL TERMS AND CONDITIONS

1. The bidder(s) should submit along with their bid the complete details of similar job executed by them in past 5 years.
2. The bidder should not be related in any manner to the firms having participated in EOI/RFQ for the selection of joint Venture partner nor they should be a part of any consortium for the purpose.
3. The successful bidder should sign the integrity pact with JKML and shall not part with any information to any bidder, without the written consent of JKML.
4. The Bidder(s) shall bear all costs associated with the preparation and submission of its proposal.
5. All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).
6. JKML reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). JKML also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the process at any time without thereby incurring any liability to any Applicant.
7. Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by JKML may lead to rejection of the Applicant's proposal in its entirety.
8. Wherever required by applicable laws, JKML shall deduct taxes at source, from the amounts payable, and shall provide to the Transaction Advisor the appropriate tax deduction certificate evidencing payment of such taxes
9. The terms & conditions of Bidder(s) are not acceptable.
10. In the event of successful applicant(s), failure, neglecting, declining or delaying the services or in the event of any damage occurring or being caused or in the event of any default or failure in complying with any of the terms & conditions of the RFP / TOA the Corp. shall with or without prejudice to any other remedy available to it under any law for the time being in force in the State.
 - i) Terminate the order after 10 days notice, and / or
 - ii) Recover the amount of loss caused by damage, failure or default including the consequential damage as may be determined by the Corporation.
 - iii) Recover the extra cost, if any, involved in allotting the consultancy services order to other party, and / or
 - iv) Forfeiture of earnest money.
11. Any terms and conditions not mentioned in the RFP but be necessary as per the rules regulating in the matter shall be incorporated at the time of signing of TOA.

APPENDIX-I

TECHNICAL PROPOSAL
Form-1
Letter of Proposal
 (On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Appointment of Transaction Advisors for providing consultancy for carrying out bidding process for short-listing /selection of joint venture partner for exploration, exploitation, development and execution of mining operation in World Famous Blue Sapphire at Paddar, Kishtwar (J&K),INDIA.

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our "Proposal for selection as Consultant for the purpose of assisting Technical Scrutiny Committee constituted by State Govt. or any other authority / sub-committee as may be nominated by competent authority in **short listing /selection of joint venture partner for exploration, exploitation, development and execution of mining operation in World Famous Blue Sapphire at Paddar, Kishtwar (J&K),INDIA.**

1. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid purpose.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, I/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 13.08 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with **Clause 10** of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The EMD of Rs. _____ (Rupees _____ only) in the form of a CDR / FDR / Irrevocable Bank Guarantee, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-II
Form-2
Particulars of the Applicant

1. Title of Consultancy:.....
2. Title of Project:.....
3. State whether applying as Sole Firm or Lead Member of a consortium:
4. State the following:
 - Name of Company or Firm:.....
 - Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):.....
 - Country of incorporation:.....
 - Registered address:.....
 - Year of incorporation:.....
 - Year of commencement of business:.....
 - Principal place of business:.....
 - Brief description of the Company including details of its main lines of business: Name, designation, address and phone numbers of Authorized Signatory of the Applicant:
 - Name:.....
 - Designation:.....
 - Company:.....
 - Address:.....
 - Phone No.:.....
 - Fax No.:.....
 - E-mail address:.....
5. If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
 - Name Firm:.....
 - Legal Status and country of incorporation:.....
 -
 - Registered address and principal place of business:.....
 -

For the Applicant, (in case of a consortium, for each Member), state the following information:

In case of non-Indian company, does the company have business presence in India?
 Yes / No If so, provide the office address(es) in India.

Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?.....
Yes/No

Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?Yes / No

Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes / No

Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy / insolvency in the last five years?.....Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.

1. Does the Applicant's firm/company (or any member of the consortium) combine functions as a applicant or adviser along with the function as a contractor and/or a manufacturer?.....
 Yes/No

If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a applicant/adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.....Yes/No

7. Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?.....Yes/No

If Yes, does the Applicant agree that it will only be acceptable as Applicant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or Services for any other part of the Project) other than that of the Applicant.?.....Yes/No

If Yes, have any undertaking been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves

from subsequent execution of work on this Project and they agree to limit their role to that of applicant / adviser for the Authority only?.....
..... Yes/No

Signature, name and designation of the Authorized Signatory)
For and on behalf of

**APPENDIX-III
Form-3
Power of Attorney**

Know all men by these presents, we, (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son / daughter/wife and presently residing atwho is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisors **for providing consultancy to JKML for carrying out bidding process for short listing/selection of joint venture partner for exploration, exploitation, development and execution of mining operation in World Famous Blue Sapphire at Paddar, Kishtwar (J&K),INDIA.** to be developed by the “Authority” including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we,.....the above named principal have executed this power of attorney on thisday of, 2009

For
(Signature, name, designation and address)

Witnesses:

1. _____

2. _____

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX-IV
Form-6
Experience of Applicant

Abstract of Eligible assignments of the Applicant

S No:	Name of the project	Name of client	Estimated capital cost of project.(Rs. in crore)	Professional fees received by the Applicant.(Rs. in crore)	Status Of the project	
					Commencement Date	Completion Date
1	2	3	4	5	6	7

Note: The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Certificate from the Statutory Auditor

This is to certify that the information contained in Columns 4 & 5 above is correct as per the Accounts of the Applicant.

Name of the Authorized Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorized Signatory of the Statutory Auditor)

Seal of the Firm

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant or otherwise the bidder should furnish an affidavit drawn and sworn in presence of 1st Class Magistrate in support of information furnished.

APPENDIX-V
Form-4
Particulars of Key Personnel

S.No	Designation of Key Personnel	Name	Educational Experience	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of firm	Employed Since	
1.	Team Leader						
2.	J V Expert						
3.	Finance Expert						
4.	Legal Advisor						

Signature for the Authorized Signatory of the Statutory Auditor)

Signature, name and designation of the Authorized Signatory)

For and on behalf of

APPENDIX-VI
Form-7
Experience of Key Personnel

Name of Key Personnel	Designation	Name of Project	Estimated capital cost of Project (in Rs cr.)	Name of the Firm for which Key Personnel worked	Designation of the Key Personnel on the project	Date of Completion of the Project Assignment

NOTE: Use separate Form for each Key Personnel.

Signature, name and designation of the Authorized Signatory)
 For and on behalf of

APPENDIX-VII**Form-5*****Proposed Methodology and Work Plan***

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than one page). The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
2. Methodology and Work Plan (not more than five pages) The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Signature, name and designation of the Authorized Signatory)
For and on behalf of

APPENDIX-VIII

Proforma of Financial Bid

[COMMERCIAL OFFER]

- 1) Name of the Department : **J & K MINERALS LIMITED**
- 2) Offer Ref No. : **BC : 26(2)/16-111-16 DT. 19th OCT, 2016**
- 3) Due on : **14.11.2016**
- 4) Subject : **APPOINTMENT OF TANSACTION ADVISOR**

S NO:	DESCRIPTION	LUMPSUM AMOUNT INCLUSIVE OF ALL TAXES, LEVIES & SURCHARGES. (In Rs.) BOTH IN FIGURES & WORDS
1.	FEE FOR THE ASSIGNMENT AS PER SCOPE OF WORK AS DESCRIBED IN CLAUSES 2, 3 & 4 OF DOCUMENT /TERMS OF REFERENCE.	

Signature, name and designation of the Authorized Signatory)
 For and on behalf of