



ASSAM POWER DISTRIBUTION COMPANY LTD.

**BID DOCUMENT
FOR**

**Appointment of a Call Center Agency for providing
Single Window Centralized Customer Care Center (CCCC) services to APDCL
on Opex basis**

No. APDCL/CGM(CR)/Customer Care Bid/2021/1; Dated: 18.05.2021

May, 2021

**OFFICE OF THE CHIEF GENERAL MANAGER (PP & D), APDCL
6th FLOOR, BIJULEE BHAWAN, PALTAN BAZAR, GUWAHATI- 781001**

ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
O/O Chief General Manager (CR), Bijulee Bhawan, Paltanbazar, Guwahati-781001

NOTICE INVITING TENDER
(Through E-Tendering)

NIT No. APDCL / CGM(CR) / Customer Care Bid/ 2021 / 1 Dated 18.05.2021

E-tenders, with validity up to 180 (One Hundred Eighty) days from the date of opening of price bids, are invited for **Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) Services to APDCL on Opex basis** by the undersigned.

The complete tender papers can be downloaded from our official website www.apdcl.org and also from <https://assamtenders.gov.in>. Interested bidders can download the Bidding Documents and commence preparation. Download of bidding document is free of cost. However, bidders must deposit non-refundable tender participation fee of **Rs. 10000.00 (Rupees Ten Thousand)** only plus GST @ 18% i.e. Rs. 1800/- while online submission of tenders in <https://assamtenders.gov.in>

All interested parties are requested to understand this BID DOCUMENT in detail in order to comply with APDCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.

The earnest money deposit (EMD) for the work is **Rs. 10.0 Lakhs (Rupees Ten Lakhs)** only. EMD should be submitted online while submission of tenders in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

Key Dates: Tender publishing and download start date: 18.05.2021 (16:00 Hours)
 Last date for sending queries to APDCL: 26.05.2021 (11:30 Hours)
 Bid submission start date: 31.05.2021 (10:00 Hours)
 Last date of bid submission: 08.06.2021 (14:00 Hours)
 Bid opening date and time: 09.06.2021 (14:00 Hours)

The undersigned reserves the right to reject any/all tenders without assigning any reason thereof, and to accept any tender or part of which is suitable to APDCL and to award the contract to one party or split up the contract amongst different techno-commercially qualified bidders.

For details please visit www.apdcl.org or <https://assamtenders.gov.in>

S/d-
Chief General Manager (CR),
APDCL, 4th Floor, Bijulee Bhawan,
Paltan Bazar, Guwahati-1

**ASSAM POWER DISTRIBUTION COMPANY LTD
GUWAHATI**

Tender No: APDCL / CGM(CR) / Customer Care Bid/ 2021 / 1 Dated 18.05.2021

Disclaimer

A. The information contained in this BID DOCUMENT or subsequently provided, whether verbally or in documentary or in any other form by or on behalf of APDCL or any of its employees, consultants or associates, is provided to Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other relevant terms and conditions.

B. This BID DOCUMENT is not an agreement and is neither an offer nor invitation by APDCL to the prospective Bidders or any other party. The purpose of this BID DOCUMENT is to provide interested parties with information that may be useful to them in preparation of their Bid. This BID DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by APDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This BID DOCUMENT may not be appropriate for all persons, and it is not possible for APDCL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this BID DOCUMENT. The assumptions, assessments, statements and information contained in this BID DOCUMENT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.

C. Information provided in this BID DOCUMENT to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

D. APDCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID DOCUMENT or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way in this Bid stage.

E. APDCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this BID DOCUMENT.

F. APDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.

G. The issue of this BID DOCUMENT does not imply that APDCL is bound to select a Bidder for the Project and APDCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by APDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION -1

INSTRUCTION TO BIDDER

1.1. Introduction

1.1.1. About Assam Power Distribution Company Limited (APDCL):

Assam Power Distribution Company Limited (APDCL) is a public limited company wholly owned by the Government of Assam. It was incorporated on the 23rd day of October'2009 and has been registered under Indian Companies Act'1956.

The primary purpose of the Company is to undertake distribution, trading and supply of electricity in the state of Assam in accordance with provisions of applicable law and all activities ancillary or appurtenant thereto. It has also the mandate to develop, maintain and operate the power distribution system in the state of Assam. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of 63 Lakhs.

1.1.2. APDCL's Vision:

"To be the catalyst for Holistic Growth of the State of Assam by powering Agriculture and Industry; lighting homes – rural and urban & generating internal resources for continually improving Technology & Delivery System to induce Customer Delight."

1.1.3. APDCL's Mission:

Utility's Commitment is to make Assam Power Distribution Company (APDCL) the pride of ASSAM.

1.2 Company Profile

1.2.1. No. of field Offices

Sl. No.	Name of Circle	No. of Divisions	No. of Sub-Divisions
1	Guwahati-1	4	13
2	Guwahati-2	2	8
3	Rangia	2	7
4	Mangaldoi	2	7
5	Barpeta	2	7
6	Bongaigaon	2	9
7	Kokrajhar	2	10
8	Marigaon	2	5
9	Nagaon	3	10
10.	Tezpur	3	10
11.	North Lakhimpur	3	8
12.	KANCH	3	12

13.	Cachar	2	7
14.	Badarpur	2	9
15.	Golaghat	1	5
16.	Jorhat	3	9
17.	Sibsagar	3	8
18.	Dibrugarh	2	7
19.	Tinsukia	2	7
	TOTAL	45	158

1.2.2 Category wise number of consumers in APDCL as on March/2021

Given in APPENDIX-A

1.0 SCOPE OF WORK

1.1 The selected Business Associate (BA)/ Call Center Agency is required to provide End-To-End Call Center Solution & Services to the customers of APDCL. The Call Center shall be based in India and is to be operated & maintained round the clock (24x7) in three daily shifts operating preferably from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM.

The selected BA shall have to maintain desired service levels, even during pandemic or similar situations, by making provision for functioning of the Call Center Services using Work From Home (WFH) facility.

1.2 Before operationalizing the Call Center activities, Selected BA shall have to ensure adequate training i.e minimum 15 days or as deemed necessary to the call center agents, supervisors and executives so as to acquaint them with the knowhow of the business and working of APDCL w.r.t distribution of electricity and commercial activities. Training shall include use of CRM module, proper interaction with consumers with respect to their queries, operations of APDCL and APDCL Administrative Hierarchy. The training content and program should be supplied to APDCL for its approval by the BA. Details of APDCL operations and Hierarchy will be provided and deliberated with all the supervisor and project manager to train the call center resources on the same by the BA.

1.3 The selected BA shall have to arrange for its office space along with furniture, IT infrastructure as well as manpower.

1.4 All the Hardware, Software, Infrastructure, PRI lines, Landing number for Toll Free no., Gateway Charges etc for registering complaints at Call Center and to carry out further operations shall be provided by BA. For sending SMS, the existing SMS gateway of APDCL could be used by the BA after observing necessary formalities. The Inbound telephony costs related to Toll-Free Number shall be borne by the BA. Moreover, the cost related to PRI (inbound and outbound) and related infrastructure (for inbound and outbound), systems etc. shall be borne by the BA. All expenses related to outbound calls shall also be borne by the BA.

1.5 All telephonic complaints shall be landed on 1912 (National Electricity Complaint number) and the other toll-free nos. to be provided by the bidder. Consumers shall primarily call the 1912 number to register their complaints as well as to get status of complaints.

1.6 The BA has to dynamically change the work process from time to time as per the additional and modified functionalities of CRM as per utility requirement.

1.7 Call Center shall be the primary interface for the consumers of APDCL and the BA will primarily carry out the front end work for the customer services i.e. provides assistance & guidance to the customer, registers his request and provides him unique registration number along with the work of escalation, monitoring & generation of MIS. BA will also keep on tracking the status of the request till resolution and updates the customer as and when required. System will escalate the un-attended complaints to the next level of hierarchy as per the pre-decided schedules to be provided by APDCL. BA will forward all type of complaints to designated mobile nos., email addresses and telephonically to the concerned APDCL fault rectification teams, sub division offices and APDCL designated

officers. BA will confirm the status of rectification of all the complaints from the consumers and APDCL teams via telephone and SMS.

1.8 BA will also inform the consumers regarding existing services provided by APDCL such as how to apply for a new connection, how to change load/meter/ownership, benefits of smart meters and smart prepaid meters, procedure for applying roof-top solar connection, latest tariff updates, online payment processes through APDCL web portal, myBijulee app and various third party apps such as Paytm, Google Pay, PhonePe, Amazon Pay etc. as per customer requirement. The services indicated here are indicative only. APDCL will intimate the BA about various new initiatives/schemes/offers from time to time.

1.9 BA will also take feedback after the complaint resolution from all the consumers via automatic IVRS mechanism & customers will rate their experience (1 to 5, 5 means Best) by punching the numeric keys of mobile/telephone. BA will submit the daily/ weekly / monthly report on customer feedback to APDCL as per utility requirement.

1.10 BA will follow up with electricity bill defaulters on the frequency as decided by APDCL from time to time. Also, BA will promote special campaign as decided by APDCL from time to time.

1.11 BA will also provide web enabled flexible Dashboard & MIS access to APDCL for review of operations to APDCL officers at different levels as per APDCL requirement. Reports shall be system generated and updated on either real time or at least on hourly basis. Respective monthly MIS reports related to complaint volume, resolution status and time taken in comparison to SoP defined by AERC, performance of call center agents etc. shall be submitted to the Chief General Manager (Customer Relations) at APDCL Head Office. BA shall maintain call recording data for minimum period of 3 months and other complaint data for period of two years in CRM. Bidder should be able to deliver all Call logs, voice logs, voice recordings and other necessary details required by APDCL in desired format on daily basis.

BA will also provide system generated report for the evaluation of the performance of Call Center Agent and submit to CGM (CR), APDCL along with monthly invoices.

1.12 BA also need to Coordinate, follow up, attend meeting(s)/conference(s) and make presentations to the agencies/organizations/authorities, as may be required and desired by APDCL. Also, the BA would be required to interact, attend review meetings and make presentations to APDCL or any other agency at a time and place intimated by APDCL. The Bidder will have to undertake all necessary activities as may be required intimated by APDCL for successful operations of the Assignment during the execution of the Assignment including study of type of complaints and pointing out the areas that are most & frequently affected so that necessary action to improve the site conditions may be taken by respective Circles.

1.13 Customers will have the flexibility of getting their Complaint/ Request registered for almost all of the services through various channels to be provided by BA listed as below:-

1. Phone call through IVRS – For all processes inbound/outbound, the first point of contact shall preferably be IVRS. Customers shall have the option register their ‘No Supply’ complaint without any human intervention through computerized IVRS. The unique complaint number will be immediately given to the

caller by the IVRS, followed by confirmation through SMS. BA will take approval from APDCL on the proposed workflow for IVRS which can be modified at any stage as per APDCL requirement.

- a. IVRS language option: The IVRS shall have the facility to offer the callers for selecting their preferred language. The calls will be routed to the concerned agents as per the preferred language of the caller. The language options shall be Assamese, English, Hindi, Bengali & Bodo in the order.
 - b. IVRS Menu Tree Complexity: Based on the business process requirement, the bidder has to design menu tree structure. The menu structure should not be more than 4 levels with 4 to 5 options per level. Each of the IVR system's menu options will need to be reviewed with the utility prior to IVR development to ensure that all business functions are implemented as needed.
2. SMS – Customer can write “Consumer Number–space–complaint code” and send it to short number allotted by APDCL. System software will check the Consumer number in its database, if valid will register the complaint and reply back SMS to customer with acknowledge/ registration number with thanks message or convey the ‘Consumer number is wrong’ message. Call Center shall also send SMS to all APDCL customers who are not registered with Call Center to register them with the Call center by using their Consumer number (via return SMS) so that they can be automatically identified during the next call. Complaint code can be modified at any stage as per APDCL requirement.
 3. APDCL website- Consumers visiting APDCL web-portal, shall have the facility to register their all kind of complaints/requests by logging on to the portal. Upon registering complaints, they shall get the acknowledgement number and shall be able to view the statuses of complaint online. All these complaints have to be synced with CCC.
 4. Phone in – The calls regarding ‘No Supply complaints’ & all other technical/commercial requests will be registered and forwarded to the respective field staff/sub-division of APDCL for resolution. The latest status of all the registered complaints should also be available on the IVRS.
 5. The BA shall Integrate its CRM with the existing applications of APDCL such as APDCL Revenue Management System (ARMS), Smart Meter MDMS (Meter Data Management System), MDAS (Meter Data Acquisition System), SCADA system etc. Moreover, BA needs to integrate its CRM with upcoming applications such as AMI (Smart Meter) / OMS/ SCADA that automatically records device level outages (Individual / Sectionaliser / Distribution Transformer (DT)/ Feeder Level) during its contract period at no additional cost to APDCL.
 6. WhatsApp - Customer can write “Customer Account Number (CA)–space–two-digit complaint code” and send it to short number allotted by APDCL. System software will check the CA number in its database, if valid will register the complaint and reply back on WhatsApp & SMS to customer with acknowledge/ registration number with thanks message or convey the ‘CA number is wrong’ message, if the consumer number is not found. A Comprehensive customer care services need to be delivered by the BA through WhatsApp business services. An indicative list of services to be provided through WhatsApp is given below:
 - i) When a consumer opts for WhatsApp service from APDCL, a welcome message needs to be sent the consumers’ WhatsApp Account displaying the various services that are available to him along with preferred language option.

- ii) Based on reply code sent by the Consumer, the service list with relevant options will be sent to the Consumer. The list of services shall be provided by APDCL.
- iii) All efforts shall be made to provide maximum number of services through WhatsApp without requiring the consumer to call in person.
- iv) Promotional messages as well as planned outage schedules, if so desired by APDCL, shall be sent to all registered accounts through this WhatsApp account.

7. Email - Customer can lodge its complaint using designated email address to be provided by the BA.
8. Mobile App – The BA is also required to deploy a mobile app (both android and iOS versions) for providing all the customer care related services seamlessly.
9. Chat Bot – Chat Bot with AI/ML enabled service is required to be deployed in APDCL Web Portal and Mobile Apps. However, if the customer, so desires to talk with an agent, he or she shall have the facility to do so. But the first landing point in the chat shall be a bot. BA shall also deploy various AI/ML tools such as sentiment analysis, customer behaviour prediction etc. to improve the customer care experience.
10. Any other channel in addition of above as per utility requirement and utility customer satisfaction.

1.14 Complaints to be handled

The types of complaints among others that shall be serviced are indicated below:

S. No.	Type of Complaint/Grievances	Nature of Complaint
1	Supply Failure related	Supply failed - Individual
		Supply failed–Total Area
		Supply failed–One Phase
2	Voltage related	Voltage High
		Voltage Low
		Dim Supply
		Voltage Fluctuation
3	Transformer related	Transformer–Cable/Lugs burnt
		Transformer–Oil Leakage
		Transformer–Sparking at Pole

		Transformer–Smoke/Flames
4	Line related	Line Snapped
		Line–Tree branches touching
		Line–Bunched/Twisted
5	Pole related	Pole–Rusted/Damaged
		Pole–Fell Down
		Pole–Leaning
		Pole–Current leakage in pole
6	Information Services	Information on latest tariffs, various govt. schemes, Incentives, Procedure for new connection and other similar services.
7	Commercial related	Connection related Billing/Recharge related Payment related Meter related
8	Dunning Activities	Payment reminders to select defaulting consumers for collection of accounts receivables.
9	Any other complaints	As determined by APDCL during the contract period

1.15 The dialer system with the CRM should have the capability of automatically dialing out to the consumers to deliver information like power supply position, planned outage schedule, payment reminders, payment acknowledgement and other information. The dialer should also be capable of working in both predictive and progressive modes depending on the requirement. System should have provision to send the SMS automatically through CRM apart from calling wherever applicable.

1.16 The Customer care service solution shall have single window interface through multiple touch points. System to have a single window solution for showing all available details for a consumer.

1.17 The Customer Care Service solution shall have call escalation facility if the issues are not resolved within the defined service levels.

1.18 CRM shall be integrated with APDCL web portal & mobile application for automatic updation of consumer mobile numbers & email addresses.

1.19 CRM should be integrated with ARMS application for customer connection related details and consumer mapping with DT/Feeder/Area.

1.20 The description given above is broad scope of work to be carried out by the BA. However, any additional works, which are not specifically mentioned but reasonably necessitated for the successful implementation of the system, are deemed to be included. APDCL may anytime, make addition / change within the general scope of the contract, by a written order to the BA.

2. MANPOWER QUALIFICATION AND SEATS

- 1 No. Project Manager (Graduate with minimum 5 years of similar experience in call center services) for overall monitoring, co-ordination and reporting in APDCL.
- 19 No. Senior Executives/Circle coordinators (Graduate with minimum 2 years of similar experience) who shall monitor and coordinate the operations in each of the 19 circles in APDCL.
- Shift Wise Agents/Seats (Graduate/Diploma with minimum 1 year of working as a Helpdesk/Call Center Agent with proficiency in Assamese & Hindi/English language. Additionally, for catering to the consumers of Barak Valley and Bodoland Territorial Region (BTR), some agents with additional proficiency in Bengali (10% of total seats during any shift) & Bodo (5% of total seats during any shift) language will also be required.
- The shift wise requirement of manpower is as under:-

Sr.	Month	Shift Wise manpower to be deployed			
		Morning Shift (06.00 AM to 02.00 PM)	Evening Shift (02.00 PM to 10.00 PM)	Night Shift (10.00 PM to 06.00 AM)	Total
1.	Jan	30	40	20	90
2.	Feb	30	40	20	90
3.	March	40	50	30	120
4.	April	40	50	30	120
5.	May	40	50	30	120
6.	June	40	50	30	120

7.	July	40	50	30	120
8.	August	40	50	30	120
9.	September	40	50	30	120
10.	October	40	50	30	120
11.	November	30	40	20	90
12.	December	30	40	20	90

Note: -

- APDCL reserve the rights to amend the schedule at +/- 25% as per the requirements from time to time. BA should be able to scale-up the operations at a notice of 15 days.
- BA will make necessary arrangement at their end for managing manpower during shift changes.
- BA will provide all applicable statutory benefits like PF, ESIC, Medical Insurance, Bonus, Leave Encashment Benefits etc. to the employees engaged at the call centre for APDCL in line with existing regulations/acts/rules notified by Govt. of India/Govt. of Assam from time to time.

2.1 Estimated Call Volumes

- Given below are the minimum estimated daily average call volumes. The period is divided into peak and off-peak seasons. The call volume during peak (March to October) season is comparatively high than the Off-peak season (November to February)

Estimated Average Call Volumes per day (Minimum); Actual call volumes may vary	
During Peak Season	During Off-Peak Season
9000	5000

3. ELIGIBILITY CRITERIA

- This Invitation for Bids, issued by APDCL is open to all firms (fulfilling the qualifying criterion mentioned herein) which can be a legal entity in the form of sole Indian proprietorship, a partnership firm set up under Indian Partnership Act, 1932, HUF, company registered under the Indian Companies Act, 1956 or a Limited Liability Partnership (LLP) registered under the Indian LLP Act, 2008, barring those bidders with whom business is banned by the APDCL.
- Bids may be submitted by qualified individual firm as given below:
 - A single firm that on its own meets all the qualifying criteria

- ii. A consortium (“Bidding Consortium”), can be defined as association of two or more firms (maximum 2 (two)), jointly and severally bound to APDCL for the fulfilment of the provisions of the Contract, provided that one of the members of the consortium shall be nominated as being in-charge (the “Lead Member”) with authority to bind the consortium and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the consortium members. The consortium shall be represented to APDCL by the Lead member. However, the Bidding Consortium can have maximum 2 (Two) members. The composition or the constitution of consortium shall not be altered without the prior consent of APDCL.
 - iii. The Bidders directly or indirectly shall not be a dependent agency of APDCL.
 - iv. The bidder(s) shall be jointly and severally responsible for execution of the contract.
 - v. In case of non-performance (slippage in milestones, scope & quality of work, discipline, etc. as assessed by APDCL) and/or bankruptcy of any of the partners, the lead bidder shall take necessary remedial action through addition/change of partner for the concerned role. The addition/change of partner for concerned role shall be with necessary prior approval of APDCL and shall be at no additional cost to the already agreed after of bidding for the project, failing which the next milestone payment, if applicable, will be held up. The addition/change of partner for concerned role shall be required to meet the Eligibility Criteria.
 - vi. Participation by a Bidder or Lead Member in more than one Bid will result in the disqualification of all Bids in which it is involved.
 - vii. Sole bidder or any partner including lead bidder (In case of consortium) is not allowed to bid as partner of other bidder for the same bid.
- c) The firm should have Minimum Average Annual Turnover of **Rs. 5 (Five) Crores** (From Indian Operations) in any three financial years within the last 6 (six) financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21) as per audited annual accounts. In case of a consortium bids, combined turnover of all the consortium members shall be as mentioned above subject to the condition that minimum 40% of the total turnover requirement shall be met by the lead bidder and minimum 25% of the total turnover requirement shall be met by the consortium members. The Bidder (All consortium members in case of a consortium) should submit documentary evidence in support of the turnover in the form of Audited Annual Account duly certified by a Chartered Accountant.
- d) The bidder (All consortium members in case of a consortium) should have a net worth not less than paid-up equity (From Indian Operations), in each of the last three audited financial years. Bidder should submit documentary evidence in support duly certified by a Chartered Accountant.
- e) The bidder/consortium member should have an experience for successfully running of Call Centre in the field of Power/ telecommunication/ Banking/ Insurance/ Citizen Grievances for Private Sector / State Govt./ Govt. of India with average at least 100 seats in a day for a duration of at least 2(two) years during the last 4(four) years. Work Order & Performance Certificate on Client official letter head to be submitted in this regard.

- f) The Bidder/consortium member should have all necessary certifications such as DOT OSP License etc. for running Call Centre from the Department of Telecommunication (DoT), Govt. of India. Copy of Necessary certificates shall be submitted in this regard.
- g) The Bidder (All consortium members in case of a consortium) shall have formal Quality Certification (with ISO 9001:2015 & ISO 27001:2013) complying with the scope related to IT enabled BPO Service, latest version valid for at least three months after submission of bid.
- h) The Bidder (All consortium members in case of a consortium) must have a registered office in India.
- i) The Cloud Service Provider, whose services and facilities shall be used to host the Call Center applications, shall be MeitY empanelled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) as on the date of publication of this bid. A copy of an agreement between the cloud service provider and the bidder guaranteeing back to back service and support to the bidder during the entire contract period must be submitted along with the bid.
- j) To be qualified capability and adequacy of resources to carry out the Contract, effectively. Bids shall include the following information: -
- i. **Ownership Change:** The Bidder shall be financially sound and must not be anticipating any ownership change during the period from Bid submission to two years. However, in case the firm is anticipating any such ownership change/take over at any stage of the entire bid process and during the execution of contract, they shall seek prior approval from the Employer well in time. It shall be the sole discretion of the Employer to grant permission for such change in ownership / take over and if allowed by Employer for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any state/center government or any of its agency. Bidder need to submit the declaration on above lines on NJSP duly notarized (Form 7).
 - ii. Bidder is required to submit the Information on NJSP (Non Judicial Stamp Paper) duly notarized regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and disputed amount (Form 8).
 - iii. Bidder is required to submit the declaration on NJSP duly notarized by the firm that it is not blacklisted by any State Govt., Utility or Agency and shall be liable for the consequences of wrong declaration. The bidder should submit along with the Bid no blacklisting certificate for the past three years (Form 8).
 - iv. Copies of original documents defining the constitution or legal status i.e. Memorandum of Article, Article of Association, list of Directors, Certificate of Incorporation, EPF/ESI, Board of Resolution, Written Power of Attorney of the signatory of the Bidder to commit the Bid.
 - v. Bidder will supply its Copy of EPF registration and ESI.
 - vi. The bidder will supply GST Registration No. and PAN No., issued by concerned departments.
 - vii. All submitted documents shall be self-attested by the bidder with sign and seal without which it will not be accepted.

The above stated requirements are minimum and the APDCL reserves the right to ask for any additional information. APDCL also reserves the right to reject the proposal of any Bidder, if, in the opinion of the APDCL, the qualification data is incomplete, or the Bidder is found not qualified to satisfactorily perform

the Contract. Notwithstanding anything stated above, APDCL reserves the right to assess the bidder's ability and capacity to perform the work, should the circumstances warrant such assessment in the overall interest of the owner.

4.0 PERIOD OF ENGAGEMENT

The overall period of engagement shall be for 5 years. However, the work order shall be issued initially for a period of 1 year and further extendable Y-O-Y basis for another 4 years during which the performance of the BA shall be sacrosanct. The tenure of the contract shall be reckoned from the date of commencement of operations of Call Center. The BA shall ensure the business continuity for all time during the contract period. However, before commencement of the operations of Call Center, operational acceptance of the proposed solution by APDCL shall be completed. The operational acceptance shall be carried out by a team as designated by CGM (CR), APDCL and shall be completed within one and half months of the date of issue of LOI. The operational acceptance test shall involve primarily the following tests:

- i) Testing all functionalities of the IVRS system such as menu tree, language select option, Acknowledgement SMSs, test calls in all languages, feedback mechanism, complaint tracking, call escalation etc.
- ii) Testing integration of the Call center application with APDCL Revenue Management System and other systems
- iii) WhatsApp services
- iv) Chat Bot facility
- v) Any other functionality as mentioned in this bid document which are essential for commencement of the customer care operations.

5.0 EARNEST MONEY DEPOSIT (EMD)

5.1 The Bidders shall have to pay the Tender participation fees, EMD fees and any other processing fees, as required in online mode during submission of bid via <https://assamtemders.gov.in>.

The Earnest Money Deposit and Tender Fees will be exempted for bidders having relevant NSIC/MSME registration. The NSIC/MSME registration copy must be submitted along with the technical bid for verification. In case, it is found that the NSIC/MSME certificate is invalid, the concerned bid will be rejected and appropriate action shall be initiated as per law.

5.2 The EMD of the unsuccessful Bidders will be returned within 30 (Thirty) days on issuance of Letter of Award (LoA) to the successful Bidder.

5.3 The EMD of successful Bidder will be refunded within 30 (Thirty) days on submission of Contract Performance Guarantee (CPG)

The EMD may be forfeited: -

- a) If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or
- b) If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- c) In case of a successful bidder, if the Bidder fails to sign the contract; or
- d) In case of a successful bidder, if the Bidder fails to furnish the performance guarantee
- e) No interest shall be payable by APDCL on the above EMD.

6.0 BASIS OF OFFER

6.1 The Financial Bid for the Assignment should be quoted on a lump sum basis inclusive of all taxes and duties etc. as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price. However, GST or any such tax/levy shall be paid over and above the bid price

(Price bid format to be filled online is as per Form-3). Income tax at source will be deducted by APDCL as per the applicable law and regulation and TDS certificate shall be issued to the bidder by APDCL.

6.2 All related travel expenses incurred by the bidder personnel for journeys to site or Clients Office or anywhere in connection with the services under scope of this Assignment will be borne by the bidder and APDCL will not take any responsibility whatsoever on this account.

7.0 CONTENTS OF BID DOCUMENTS

The bid document contains the following documents:

Section-1	:	Bid Invitation Letter
Section-2	:	Bid Forms Performa
Section-3	:	Conditions of Contract

8.0 SUBMISSION OF BID

The technical and commercial bids should be duly submitted online using the e-Procurement Portal <https://assamtenders.gov.in> on or before the last date of bid submission.

9.0 DETAILS OF BID

- 9.0.1 The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2 and Form-7 duly filled and signed by authorized signatory and authority letter as per Form-5.
- 9.0.2 The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- 9.0.3 Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award and Project Completion Certificate from their clients) to be provided in support of past experience
- 9.0.4 Adequacy of proposed methodology and work plan in responding to the scope of work as per Form-4
- 9.0.5 Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by a Chartered Accountant.
- 9.0.6 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by the written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 9.0.7 The bid shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Bidder, in that case, each such correction shall be initialed by the person or persons signing the bid.
- 9.0.8 Queries relevant to the Bidding Documents prior to opening of NITs shall be addressed to: -
By mail:

Chief General Manager (CR), APDCL, 6th Floor, Bijulee Bhawan

[Mail id for queries: no.rapdrp.partb@gmail.com; cgm.crapdcl@gmail.com]

10.0 SIGNATURE OF BID

- 10.1.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing the Bid should also be typed or printed below the signature.
- 10.1.2 Bid by a partnership must be furnished with full names of the all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.
- 10.1.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to Bid on behalf of such Corporation/Company in the matter.
- 10.1.4 A Bid by a person who affixes to his signature the word 'President' 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 10.1.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

10.1.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

10.1.7 Bids not conforming to the above requirements of signing may be disqualified.

10.2 The Financial Proposal should contain the detailed price offer for the consultancy services in online format as per Form-6.

11.0 BID OPENING AND EVALUATION OF PROPOSALS

11.1 Opening of Bid

The APDCL will open Bids in the presence of Bidder's representatives (up to 2 persons) who choose to attend, on the date and time for opening of Bids in the invitation to Bids or in case any extension has been given thereto, on the extended Bid opening date & time notified to all the Bidders who have purchased the Bidding Documents.

The Bidder's representatives who are present shall sign a register evidencing their attendance.

The Bidders' names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid security and such other details as the APDCL, at its discretion, may consider appropriate will be announced at the opening.

No electronic recording devices will be permitted during Bid opening.

11.2 Clarification of Bid

To assist in the examination, evaluation and comparison of Bids, the APDCL may at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

11.3 Evaluation of proposals

The APDCL reserves the right to accept or reject any or all Bids, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the APDCL's action.

Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done by the various bidders, then their bids / tender may be cancelled and action against the defaulting bidders will be taken such as black listing /debaring them from APDCL tenders for two years.

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the APDCL to the Bidders. While the Bids are under consideration, Bidder and/or his representatives or the interested parties are advised to refrain from contacting by any means, the APDCL and/or his employees/representative on matter related to the Bids under consideration. The APDCL, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened. Any effort by a Bidder to influence the purchaser in any way may result in rejection of the Bidder's Bid.

A) Responsiveness check

The responsiveness check will be with respect to the following:

- i. The Technical Proposal should contain scanned copy of EMD, Form-1, Form-2, and Form -4 duly filled and signed and stamped by authorized signatory.
- ii. The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work/conditional will be considered.
- iii. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI or any other representative documents etc. and Project Completion Certificate / proof of final payment from their Clients.) to be provided in support of past experience.
- iv. Adequacy of the proposed Methodology and Work Plan in responding to the scope of work as per Form - 4.
- v. Documentary proof in support of turnover and net worth shall be submitted by the Bidder in the form of Audited Annual Accounts duly certified by Chartered Accountant for meeting minimum turnover criteria.
- vi. APDCL can inspect bidder's existing call center after the opening of Part-I bids for the purpose of evaluation of bids.
- vii. APDCL reserves the right to depute officers in the existing call centers of the bidder to access the quality of infrastructure, manpower, technology per se being used and various MIS reports as well as to take performance inputs from their existing customers etc. for which the bidder shall fully support and provide the access as well as required documents etc. In case the bidder refuses to assist APDCL in doing the qualitative analysis or if APDCL found that quality of existing call centers and bidder's manpower is not up to the desired satisfaction of APDCL, the bidder shall not be considered as qualified in the technical evaluation.

- viii. APDCL may call for any additional clarifications/ information if required from the bidders. If the bid submitted by a bidder does not meet any or all of the above criteria, the technical evaluation of that bidder will not be carried out and the bid may be liable for rejection.

B) Evaluation

- i. The Bids shall be compared on the basis of lump sum prices for the entire scope of the proposal as defined in the Bidding document.
- ii. All evaluated Bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated Bid.

C) Document Checklist

<i>SN</i>	<i>Attachment</i>	<i>Form of Submission</i>	<i>To be submitted by the Bidder / Lead Bidder of consortium</i>	<i>To be submitted by other Consortium Members in case of a consortium</i>
1.	Bid submission covering letter (Form-1)	On Official Letter Head of the lead bidder signed by the bidder/all consortium members in case of a consortium	√	
2.	EMD	As mentioned in NIT	√	
3.	Tender Fees	As mentioned in NIT	√	
4.	Consortium Agreement entered amongst all Members of the Bidding Consortium as per Form-9	Non-judicial stamp paper of Rs. One Hundred only.	√	
5.	Power of Attorney by each Consortium Member in favor of the Lead Consortium Member. (Form-10)	Non-judicial stamp paper of Rs. One Hundred only.		√
6.	Power of Attorney by Lead Consortium Member authorizing an Individual designated representative for the consortium. (Form-11)	Non-judicial stamp paper of Rs. One Hundred only.	√	

<i>SN</i>	<i>Attachment</i>	<i>Form of Submission</i>	<i>To be submitted by the Bidder / Lead Bidder of consortium</i>	<i>To be submitted by other Consortium Members in case of a consortium</i>
7.	Details of past experience are to be provided in Technical Bid as per format provided at Form-2	On Client official letter head	√	√
8.	CA certified company balance sheet of last 6 (six) consecutive financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 distinctly indicating the Net Worth, Revenue heads and Turnover for the corresponding for each member of the Consortium	CA certified	√	√
9.	Company Profile document with evidence of fields of competence/standards and registered office location in India for each Consortium Member.		√	√
10.	Copy of GSTN certificate of the all consortium members.		√	√
11.	Copy of PAN Card for all consortium members.		√	√
12.	Name and Contact Information of all consortium members (Complete address with email/phone no)	On Official Letter Head of each consortium member	√	√
13.	Self certification of not being under a declaration of ineligibility /banned /blacklisted for any statutory and/or performance reasons by any of the Government of ASSAM/ Government of India Departments, Agencies, or Public Sector Undertakings (PSU) including APDCL (Form-8)	On Official Letter Head of each consortium member	√	√
14.	A valid ISO 9001 and ISO 27001:2013, on or before the date of publication of the tender.		√	√
15.	Letter of consent by each consortium member reviewing each element of the Bid (Form-12)		√	√
16.	Certificate by the Company Human Resources Head or Company Secretary indicating the number of skilled manpower for relevant technical skill set, individually for each Consortium member.		√	√
17.	Project Plan (Form-4)		√	

<i>SN</i>	<i>Attachment</i>	<i>Form of Submission</i>	<i>To be submitted by the Bidder / Lead Bidder of consortium</i>	<i>To be submitted by other Consortium Members in case of a consortium</i>
18.	Bill of Quantities as per format (Form-3)		√	
19.	Copy of this BID DOCUMENT with sign and official seal of Lead Bidder on every page.		√	
20.	Provident Fund (PF) / ESIC Certificate indicating PF Code of the Bidder/ each Consortium Member.		√	√
21.	DOT License for running call centre	By Any member of the consortium	√	√

11.4 Opening of Financial Proposal

The Financial Proposal would be opened online only for the technically qualified Bidders. The date and time of opening of the Financial Proposal of the technically qualified Bidders will be intimated along with qualifications of the technically qualified Bidders. The Financial Proposal will be opened online in the presence of the authorized representatives of the Bidders, who wish to be present.

11.5 Financial Proposal

All prices quoted by the bidder shall be 'FIRM' during the performance of the Contract

and shall not be subject to variation on any account, for all intents and purposes except GST. No escalation for any reason whatsoever shall be allowed over and above the bid price. GST shall be paid over and above the bid price. Income tax at source will be deducted by APDCL as per the applicable law and regulation and TDS certificate shall be issued to the selected Bidder by APDCL.

The Bidders shall quote price on lump sum basis. The Assignment will be awarded to the technically qualified Bidder who has quoted the lowest sum of lump sum prices in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

12.0 AWARD CRITERIA:

The Qualifying Bidder with the lowest discovered prices (L1) shall be awarded the Contract at the L1 Price inclusive of taxes.

Tenders shall be decided as per the prevailing instructions of Government of Assam/APDCL.

13.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of Bid validity and extended validity period, if any, the APDCL will notify the successful Bidder in writing by registered letter or by e-mail or fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance guarantee, the Owner will promptly notify each unsuccessful Bidder and will discharge his Bid security.

The firms failing to honor LOIs shall be Blacklisted / Debarred from doing business with APDCL besides the other action as per terms & conditions of the contract. The period of blacklisting of the defaulting supplier / Business Associate will be up to 3 years. The blacklisting of the Business Associate / supplier should be notified to all Power Utilities in the country and the names of such blacklisted supplier / Business Associate would also be put on the website of APDCL.

14. SIGNING OF CONTRACT

Within fifteen (15) days of the Notification of the Award, the successful Bidder shall sign the Contract as per format attached and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreement.

15. VALIDITY OF BID

Bidders shall keep their bids /proposals valid up to 180 (One hundred Eighty) days from the date of opening of the Financial Proposal. Bidders may be required to further extend the validity of Bid as per the requirement of APDCL.

In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the L-1 Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail / fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension. Further, in case of refusal or no response by L-1 bidder till the expiry of bid validity period, the tender shall be dropped. In any case, the EMD of bidder other than L-I shall invariably be refunded, preferably, within 14 days after expiry of bid validity.

16. TERMS OF PAYMENT

Payment would be made on monthly basis on the respective quoted lump sum prices on per seat basis in accordance with SLAs adhered by the Bidder. The Business Associate shall submit his monthly bills in triplicate address to CGM (Customer Relations)/APDCL along with all relevant supporting documents.

Note:

- i. GST on the date(s) of payment(s) shall be paid over and above the consultancy fees. Income tax at source will be deducted by APDCL as per the applicable law and regulation and TDS certificate shall be issued to the bidder by APDCL.
- ii. The progress of work would be monitored on regular basis with reference to the time schedule agreed upon at the commencement of the Project. The Business Associate would submit an exception report to the APDCL representative bringing out the progress made during the month under report as also explanatory notes on the hurdles in achieving the targets together with comments on how he proposes to address these hurdles towards timely completion of the work.
- iii. In case lack of diligence in carrying out the work is observed on the part of the bidder, APDCL reserves the right to cancel the contract and initiate action to get the work completed from alternative means at the risk & cost of the Business Associate.
- iv. Payment due to the Business Associate shall be made to the Business Associate by the office of CGM (CR)/APDCL
- v. Payment will be made within 30 day(s) from submission of invoice along with all requisite documents/information (Required for verification of invoice).

17. CONTRACT PERFORMANCE GUARANTEE (CPG)

Within 15 days of receipt of LOA, the successful Bidder, to whom the work is awarded, shall be required to furnish a performance Bank Guarantee from a Scheduled/ Nationalized Bank, in branch situated in Guwahati in the form attached in favor of the Owner. The guarantee amount shall be equal to five percent (5%) of total contract price (equivalent to one year value) valid up to 90 days after the expiry of contract period as below:-

If the bank guarantee is not submitted within 30 days from the date of issue of LOA, the employer/ Company reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below. However, before the expiry of above mentioned 30 days, the Business Associate may seek approval for grant of additional one month (maximum) for submission of the bank guarantee. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

The Contract Performance Guarantee is intended to secure the execution/ performance of the entire Contract. The Performance guarantee will be returned to the Business Associate without any interest at the end of the contract period with the approval of MD, APDCL.

18. SLAs :-

18.1 Penalty On Account Of Operational Deficiencies:

After commencement of complete system, the deficiencies in operation, maintenance and failure to meet SLAs will attract penalties as under:

S. No.	Item	Process for Complaint Handling for Service Level Agreement Terms	Penalty
1	Default in not deputing call center agent in requisite numbers in desired time/shift.	The vendor will provide video recording for the full month along with the submission of the invoice in CD. This is just like being done for voice recordings. In addition, a Web based access of complaint management system & CCTV will be provided to APDCL through Virtual Private Network setup. For this, a dedicated IP will be assigned on APDCL's system and a VPN client will be installed to be able to provide this access.	Three times the financial quote for per shift (shall be derived from price bid)
2	Confirmation not taken from the consumers after attending his complaint.	From 8:00 A.M. to 9:00 P.M. the call center agent shall call the consumer on the Registered Number or the number from which the complaint has been received, after the complaint is resolved which is reported/ confirmed by Fault Rectification Team (FRT)s of APDCL. From 9:00 P.M. to 8:00 A.M. SMS shall be sent by the call center to the consumer. Further, it will also be mentioned in the SMS that the consumer may revert to call center in case his complaint is not resolved. If the Consumer is not satisfied and calls again to revert on his already lodged complaint, then a new Ticket will be opened & escalated to FRT. The complaint will be again followed up and processed as per procedure.	Rs. 3/- for each default.

3	Call not escalated to APDCL Officers as per schedule.	Complaints which are not resolved within time specified shall be escalated to APDCL's officers in the form of SMS which will be sent to mobile numbers of officers of APDCL after specified time. All the unresolved complaints of a day will be intimated to SDE/AGM/CEO through E-Mail in the morning of next day. In case, while lodging the complaint, if call center agent finds that no contact number of FRT is available in his system then he will verify the account number of consumer of APDCL or will try to locate the area by enquiry of nearby area of premises of the complainant. Even then the FRT number is not located then the call center agent will inform SDE of that area via phone or SMS & escalate it in case the complaint is not resolved within scheduled time after intimation to SDE concerned.	Rs. 5/- for each default subject to maximum of 50% of the complaints registered within given month
4	Delay in attending the consumer call	Average calls per day in a month will be calculated based upon total calls attended during the month divided by number of days in that month. If total calls in any day exceed average calls per day, then no penalty, for delay in attending consumer calls on that day, will be levied. However, in case total calls received in a day are less than 100% of the average call per month then penalty will be levied as per the below mentioned Table.	As per the below mentioned table

Parameter (Average Monthly Performance)	No Penalty Zone	Penalty Zone *
Call Answered Level	> 98 %	0.3 % of Monthly Bill Value for each 1% drop subject to maximum 10% of Monthly Bill Value
Service Level (Call to be answered within 20 Sec)	> 90 %	0.1 % of Monthly Bill Value for each 1% drop subject to maximum 5% of Monthly Bill Value

* excludes force majeure condition like bad weather / system – network failure etc. which are not in direct control of the BA.

18.2 Penalty for ensuring better performance of Call Center:-

Sr. No.	Description of Penalty	Reason for addition of penalty clause
1	In case any complaint is received regarding performance of Call Center then investigation of that complaint will be carried out by APDCL through its officers or any other person. During investigation, if any laxity is found on the part of the Call Center, for not following any term of Agreement or amendment thereafter regarding handling of complaints of consumers of APDCL then, a penalty of Rs. 1000/- will be imposed per instance in addition to the already mentioned penalties.	To curb the tendency of not following Agreement / SLA terms.

19. DELAY IN THE VENDOR'S PERFORMANCE

If at any time during performance of the Contract, the Vendor should encounter conditions, not attributable to him or his associates, impeding timely completion of the services under the contract and performance of the services, the Vendor shall promptly notify APDCL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, APDCL shall evaluate the situation and may at its discretion extend the Contract time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Any delay by the Contractor for reasons other than those given in the above paragraph in the performance of its Contract obligations shall render the Vendor liable to any or all of the following:

- Forfeiture of its performance security;
- Imposition of penalty
- Termination of the Contract

20. PENALTY FOR DELAY IN COMPLETION

If the vendor fails to deliver on time as per the time schedule mentioned above, the vendor shall be liable to pay penalty @ 0.5% per week or part thereof of the contract price for implementation of services until the delivery schedules and full deliverables are restored to agreed committed levels subject to a ceiling of 10% of the contract price. Once the maximum is reached, APDCL may consider termination of the contract.

21. BLACKLISTING OF THE FIRMS:

The Business Associate will be blacklisted,

- i. If the Business Associate backs out of the contract at any stage, the firm will be issued two 15 days notices to commence the work failing which no further notices will be issued and the firm will be straightway blacklisted, without prejudice to other terms and conditions of the contract.
- ii. If the firm indulge in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and APDCL. In such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.
- iii. If the Business Associate fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the Business Associate will be issued one 15 days notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days notices will be issued and the firm will be blacklisted thereafter.

The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by General Conditions for Supply & Erection of APDCL, so, these will be applicable to the Business Associate as per procurement manual of APDCL and amendments thereof from time to time.

“Period of Blacklisting shall be minimum three years and all power utilities in the country shall be intimated about the same.”

22. OTHER TERMS & CONDITIONS

- i. The financial proposal by the Bidders shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii. The Bidder shall make available appropriate personnel as may be required for successful execution of the Assignment and or as may be required by APDCL on specified dates, venues and time in order to meet the obligations of APDCL.

- iii. All claims shall be raised by the Bidder as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv. In case there is a delay by the Bidder in accomplishing the deliverables which in the opinion of APDCL is attributable to the Bidder, APDCL reserves the right to get such specific work(s) done through any other Agency(ies) at the risk and cost of the Bidder for timely completion of the deliverables.
- v. In case the performance of the proposed team member(s) is not satisfactory, the Bidder will be asked to change/replace the team member(s) within three days of receipt of such request from APDCL with a member acceptable to APDCL.
- vi. APDCL can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- vii. The employee may at any time by written order given to the bidders, make addition/charge within the general scope of the contract.
- viii. Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of APDCL, failing which the engagement of the firm could be terminated.
- ix. If due to any reason or decision of the Govt /Client, the Assignment is dropped and the Bidder is directed to discontinue work, the Drop Dead Fee would be limited to the payments received by the Bidder and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- x. **Conflict of Interest**: Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by APDCL or above all enable them to pose a threat to APDCLs consulting business in future. Without limitation on the generality of the foregoing, organizations would not be hired, under the circumstances set forth below:

Organizations that have business or family relationship with member(s) of APDCLs employees or persons positioned in or on the Board of these two organizations by whatever process would not be engaged. A declaration to this effect would be taken from the organization when being engaged, and if found incorrect, the organization would be debarred from any further engagement by APDCL ever.

- xi.** The Bidder shall keep APDCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by APDCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Bidder, or the Bidder's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance
- xii.** No offer should be sent by Fax or E-mail.
- xiii.** APDCL reserve the right to accept or reject any or all Proposals/Offeres or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xiv.** At any time prior to the deadline for submission of Bids, the APDCL may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s). The amendment will be notified through Corrigendum uploaded in the websites of APDCL and <https://assamtender.gov.in> APDCL will bear no responsibility or liability arising out of non-receipt of the same in time or Otherwise. In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the APDCL may, at its discretion, extend the deadline for the submission of Bids. Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.
- xv.** APDCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- xvi.** The Bidder shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.

SECTION -2

BID FORMS AND

PROFORMA

FORM – 1: COVERING LETTER

From:

To: CGM (CR), APDCL/Guwahati

Sub: Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) services to APDCL on Opex Basis

Sir,

1. We (Name of organization) herewith enclose Technical & Financial proposal for selection of our organization as Bidder on lump sum basis for providing Single Window Centralized Customer Care Center (CCCC) services to APDCL on Opex Basis.
2. We are submitting our bid consisting of (With Indexing):
 - a) Receipt of Online Payment for the prescribed amount of Rs 10 Lakh Rupees In favor of APDCL, Guwahati is enclosed, as earnest money as desired. I fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you till the submission of performance guarantee by me. I/we shall have no claim to the refund of the earnest money prescribed against this tender in the event of my/our non-compliance of the purchase Order provided such order is placed within the period of validity of my/our tender as Indicated In paragraph 4 below. I further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.
 - b) My/our tender along with the terms and conditions with the relevant columns and annexure duly filled in under my/our attestation and with each page of the tender papers (including the enclosed terms and conditions signed by me/us, (in the capacity of sole owner/general or special attorney, in proof of which power of attorney is attached) is submitted for your favorable consideration.
 - c) I/we have read the enclosed terms and conditions carefully and have signed the same in taken of their absolute and unqualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act 1872 and is open to an acceptance in whole or in Parts. My/our offer, if accepted on the attached terms and conditions will constitute a legally binding contract and shall operate a contract as defined in the Indian Contract Act. 1872 and the Indian sale of goods Act. 1930.
 - d) Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports.

- e) Form-1, Form-2, Form -4, Form-7 & Form-8
- f) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation / part scope of work/ condition will be considered
- g) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) to be provided in support of past experience.
- h) Adequacy of the proposed Methodology and work Plan in responding to the Scope of Work as per Form-4

3. [Name and contact information of one of the team member] shall be the Team Leader for the Assignment.

4. We declare that the quoted lump sum fee is firm and shall remain valid for the entire period of the consultancy Assignment. We further declare that the above quoted fee includes all taxes (excluding GST) payable by us under this consultancy Assignment.

5. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.

6. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `Deliverables` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for five (5%) of total contract price (equivalent to one year value) in the form of bank guarantee shall be provided by us in case of placement of award as per the Form-8.

7. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.

8. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.

9. We confirm and certify that all the information / details provided in our bid are true and correct.

10. We give our unconditional acceptance to the Bid Documents issued by APDCL, as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.

11. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the Bid Document. The proposal is unconditional. The Bid will be valid 180 (One hundred Eighty days) from the opening of Financial Bid.

12. We also declare that by taking this Assignment we do not have any conflict of interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with members of APDCL/ APDCLs employees or persons positioned in or on the Board of APDCL by whatever process and if found incorrect, we may be debarred from any further engagements by APDCL forever.

13. We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with APDCL for a period of maximum three years from the date of such disqualification.

14. Further, we undertake that in the event of our appointment as Bidder, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of APDCL, failing which the engagement of the organization would be terminated

Signature of Authorized Person

Name:

Designation & Company seal

Date:

Place:

FORM – 2: EXPERIENCE OF ORGANISATION

Brief Description of the Organization:

Outline of experience on assignments:

Sl. No.	Name of assignment with work order no. & date	No. of agent and supervisors	Client	Work order value	Date of commencement	Date of completion	Scope of work in brief / type of services provided

It is hereby certified that the above mentioned details are true and correct.

It is hereby certified that our company has actually carried out and completed the above mentioned work/as

Signature of Authorized Signatory

Full Name:

Date:

Note:

Experience of the Bidders would be evaluated on the following basis:

Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.

Please attach copy of documentary proof of satisfactory completion for assignments handled from their Clients.

Documentary proof in support of turnover shall be submitted by the Bidder in the form of Audited Annual Reports duly certified by Chartered Accountant

FORM – 3: SCHEDULE OF PRICE BID

Sub: Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) services to APDCL on Opex Basis.

Price Bid Format is as under:

Sl. No.	Description	Ex. Work price in Rs. (A)	Applicable GST % (B)	Total price in Rs. (C = A + B)
1	All Inclusive per shift per seat per month price			

Note:

1. The Assignment will be awarded to the technically qualified Bidder who has quoted the lowest lump sum price in Indian Rupees, without condition(s) or alternate price bid. All the operational and manpower cost including circle coordinators and Project Manager should be build up on Per Seat Price for each shift on monthly basis. Total Annual Contract Price would be the ‘Monthly Price Quoted per Shift per Seat’ multiply by ‘total seats in each shift in each month in a Year’.
2. The price offer for the Assignment should be quoted on lump sum basis. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the Assignment. However, GST shall be paid over and above the bid price.
3. GST at source will be deducted by APDCL as per the applicable law and regulation and TDS certificate shall be issued to the Bidder by APDCL

FORM -4: THE PROPOSED METHODOLOGY AND WORK PLAN

Bidder`s Name &

Address

To,

CGM (CR), APDCL
Bijulee Bhawan, Guwahati-1,
Assam

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for running Customer Care Center Operations in prescribed timelines

- i. Approach Methodology and Work Plan in responding to scope of work and deliverables
- ii. Key Personnel and their Task Assignment for Completing the Assignment

Authorized Signatory:

Full Name:

Address:

(Seal)

FORM -5: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

[To be on non-judicial stamp paper of appropriate value duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No. Bank Guarantee No. Dated:

To
The Chief General Manager (CR)
Assam Power Distribution Company Limited
4th Floor , Bijulee Bhawan, Paltanbazar
Guwahati, Assam

Dear Sir,

WHEREAS..... [Insert name of the bidder] having its registered office at [Insert address of the Bidder] (hereinafter, the “Contractor”), subsequent to participation in Tender No. dated (the “BID DOCUMENT”) issued by Assam Power Distribution Company Limited (“APDCL”) (hereinafter, the “Beneficiary”) for Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL on Opex basis, have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees [Insert amount in words] (.....) [Insert amount in figures] valid till..... [Insert date two years from the date of issue of this Performance Guarantee] is required to be submitted by the Contractor as per the terms and conditions of the BID DOCUMENT.

We,[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No.[Insert Bank Guarantee number] dated[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees [Insert amount in words] (.....) [Insert amount in figures]to the said Beneficiary on behalf of the Contractor.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the BID DOCUMENT would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of [Insert the date of validity of the Bank]and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any

extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees (___% of the order value). Our Guarantee shall remain in force till [Insert date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before..... [Insert date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank] [Insert signature of the Bank's Authorized Signatory]

Attested:

..... [Signature] (Notary Public)

Place:

Date:

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Scheduled Commercial Banks authorized by RBI.
3. This sum shall be ten percent (10% of the total Contract Price).
4. The date will be Ninety days (90 days) after the end of Contract Period as specified in the Contract.
5. The Banks shall be the recognized or notified by the Finance Department, Government of Assam from time to time.
6. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

FORM – 6: PROFORMA OF ‘AGREEMENT’

(To be executed on non-judicial Stamp Paper)

This agreement is made on this.....day of20xx between ASSAM POWER DISTRIBUTION COMPANY LIMITED (hereinafter referred to “Owner or APDCL which expression shall include its administrators, successors, executors and permitted assignees, Company incorporated under the Companies Act, 1956) on the one part andhaving its Registered office at(hereinafter referred to as “Business Associate ” or”X”name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assignees) of the other part.

WHEREAS APDCL desirous invited bids for Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL on Opex Basis under APDCL Jurisdiction as per NIT No.

_____ AND WHEREAS

.....”X”had participated in the above referred bidding vide their proposal No.....datedand awarded the contract to”X” on terms and conditions documents referred to therein, which have been accepted by”X”Resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :-

1. Article

1.1 Award of Contract

APDCL has awarded the Contract to”X” for the work of On terms and conditions contained in its letter of Award No..... dated and the documents referred to therein. The award has taken effect from aforesaid letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

2. Contract Documents :

2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- i). APDCL Bidding Documents in respect of NIT No. _____ consisting of all sections of Bidding Documents including all amendments issued on e-tendering portal

ii). “X” is Proposal No..... Dated Along with proposal sheets, Data Requirements, Payment, Terms and Work Schedules Submitted by “X” entitled as “.....”.

iii). APDCL’s letter of Award No. Dated duly accepted by “X”.

iv). Quality Plans for field activities entitled as Quality Plan.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part of it conform to the Bidding Documents and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Business Associate in its “Proposal” but not agreed to specifically by the Business Associate. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3. Conditions & Covenants:

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damaged, Performance Guarantee and all other terms and conditions are contained in APDCL letter of Award No..... dated Read in conjunction with other aforesaid contract documents. The Contract shall be duly performed by the Business Associate strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” or “Letter of Award”.

3.3 Time Schedule:

3.1.1 Time is the essence of the contract and schedules shall be strictly adhered to and “X” shall perform the work in accordance with the agreed schedule.

3.4 Quality Plans:

3.4.1 The Business Associate shall be responsible for the proper execution of the Quality Plans. The work beyond the customer’s hold points will progress only with the owner’s consent. The owner will also undertake quality surveillance and quality audit of the Business Associate’s / Sub-Business Associate’s works, systems and procedures and quality control activities. The Business Associate further agrees that any change in the quality plan will be made only with the Owner’s approval. The Business Associate shall

also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2 The Business Associate also agrees to provide the owner with the necessary facilities for carrying out inspection, Quality audit and quality surveillance of Business Associate's activities.

3.4.3 The Business Associate is bound to perform the total contract in his entirety and non-performance of any part or portion of the contract shall be deemed to be a breach of the entire contract.

3.4.4 The Business Associate guarantees that the equipment package under the contract shall meet the ratings and performance parameters as stipulated in the technical specification and in the event of any deficiencies found in the requisite performance figures, the owner may at the opinion reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

3.4.5 It is further agreed by the Business Associate that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages / compensation due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/ compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and / or otherwise.

The contract performance guarantee furnished by the Business Associate is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the Business Associate pending before any court, tribunal, arbitrator or any other authority.

3.4.6 This agreement constitutes full and complete understanding between the parties and terms of the present. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.4.7 The Business Associate shall be responsible to issue a certificate that he has complied with the provisions of Industrial and labour laws including PF Act, ESI Act etc. as may be applicable.

4. Settlement of Disputes:

4.1 It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement or touching the subject matter or the Agreement shall be decided by the process of settlement

and Arbitration. The provisions of the Indian Arbitration & Conciliation, Act, 1996 shall apply and Gauhati High Court alone shall have exclusive jurisdiction over the same.

4.2 Arbitration Clause:-

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the Managing Director, APDCL. The arbitrator shall pass a speaking award. The Award of the Arbitrator shall be final and binding on the parties to this Contract.

Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statutory modifications thereof for the time being in force, shall apply to the Arbitration proceedings under this Clause.

(Jurisdiction: - All the litigation with respect to present contract shall be subject to Gauhati High Court).

4.3 Set Off:-

Any such money due and payable to the Business Associate under this Contract may be appropriated by the Owner and set-off against any claim of the owner for the payment of a sum of money arising out of or under this contract or any other Contract entered into by the Business Associate with the Owner.

4.4 Notice of Default:

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day month and year first above mentioned at Guwahati.

Witness:

1.(Owner's Signature)

Assam Power Distribution Company Limited

1. _____Name & Address

2. (Designation)

2. _____Name & Address

(Company's Stamp)

3. (Business Associate 's Signature)

(Printed Name)

4. (Partner Designation)

(Printed Name)

FORM – 7: No Ownership Change Certificate

(Performa for No ownership change Certificate on NJSP duly attested by Notary)

Ref: _____ Dated: _____

To
The CGM (CR), APDCL, Bijulee Bhawan, Guwahati-1

Dear Sir,

I*/We* have read and examined the complete documents of Bid No. _____ related to
_____ (full scope of work) on turnkey basis.

I*/We* hereby submit that our firm M/s _____ (with complete address) would not initiate any Ownership change during the period from the time of Bid submission to the two (2) years after the commercial operation, defined as successful completion of Supply of material, erection, testing and commissioning of _____ i.e., the turnkey works as mentioned in the scope of work of Bid No. _____ and acceptance of the same by the Employer, However, in case, the firm is anticipating any such ownership change/ Takeover at any stage of the entire bid process and during the execution of Contract we would seek prior approval from APDCL well in time. It shall be the sole discretion of APDCL to grant permission for such change in ownership/takeover and if allowed by APDCL for ownership change, the new company shall own all responsibilities and liabilities under the contract and the old firm should not be blacklisted by any State/ Central government or any of its agencies.

I*/We* hereby submit that any wrong declaration/ violation if detected/ found at any point of time shall be the sole responsibility of our firm M/s _____ (with complete address) its Owners / Inheritors / Successors / Managing Director / President etc. and shall be liable for any penalty / our blacklisting / debarring for three years or any other punishment as decided by APDCL.

I/We also agree to abide by and fulfill all the terms, conditions & provisions of the above mentioned Bid documents.

Signature along with Seal of Company _____

(Duly authorized to sign the application on behalf of the firm)

Name: _____

Designation: _____

Name of Company: _____ (In Block Letters)

WITNESS

Signature:

Date & Postal Address:

Date: Name & Address:

Telegraphic address:

Telephone No.:

FORM – 8: No Blacklisting No Litigation Status

(Performa for No Blacklisting No Litigation Status Certificate on NJSP duly attested by Notary)

(To be submitted by the bidder along with his Bid)

Ref: _____ Dated _____

To

The Chief General Manager (CR), APDCL,
Bijulee Bhawan, Guwahati-1, Assam

Dear Sir,

I*/We* have read and examined the complete documents of NIT No. _____ related to
_____ (full scope of work) on turnkey basis.

I*/We* hereby submit that our firm M/s _____ (with complete address)
has never been ‘Black-listed’/ debarred by any Utility / any State / Central Govt.,

Department / PSUs till date nor we are facing / filed any Litigation proceedings regarding debarring (black listing)
with either of the above said Agencies / States during last three years. Detection of false declaration / statement at
any stage of the entire process of Bid / execution of work shall lead to penalty as deemed fit by APDCL including
forfeiture of earnest money, BG and termination of contract.

Signature along with seal of company

Date: - _____

(Duly authorized to sign the application on behalf of the firm).

Name: _____

Designation: _____

Name of Company: _____

(In Block Letters)

WITNESS

Signature:

Name & Postal Address :

Mobile No.

Form-9 : Format of Consortium Agreement to be entered amongst all Members of a bidding consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s., M/s., AND
M/s. for bidding for Tender No. datedas per its Clause

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);
- .
- .
- .
3. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party n," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

for the purpose of submitting the Bid in response to the BID DOCUMENT and in the event of selection as Selected Bidder to comply with the requirements as specified in the BID DOCUMENT and ensure execution of the BID DOCUMENT Documents as may be required to be entered into with APDCL.

Party 1, Party 2, ... and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS Clause of the BID DOCUMENT stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the BID DOCUMENT, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the BID DOCUMENT, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the BID DOCUMENT document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by APDCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Member], shall act as the Lead Member as defined in the BID DOCUMENT for self and agent for and on behalf of M/s., M/s., M/s., and M/s. [the names of all the other Members of the Consortium to be filled in here].

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the BID DOCUMENT.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the all Members of the Consortium and Parties shall be liable to meet the obligations under the BID DOCUMENT.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Guwahati shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the BID DOCUMENT, on behalf of the Bidding Consortium.

8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Guarantee and other commitments to APDCL as stipulated in the BID DOCUMENT. The

Lead Member shall be responsible for ensuring the submission of the Performance Guarantee and other commitments on behalf of all the Consortium Members.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by APDCL.

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the BID DOCUMENT for the purposes of the Bid.

11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the BID DOCUMENT Documents.

12. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the BID DOCUMENT and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of APDCL.

14. This Consortium Agreement:

- a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of APDCL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through APDCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated For M/s.
..... (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative] [Designation of the Authorized Representative]

1.1. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

1.2. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

2. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated For M/s.
..... (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative] [Designation of the Authorized Representative]

2.1. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

2.2. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

.
.
.
.
.

n. Common Seal of has
been affixed in my/ our presence pursuant to Board Resolution dated For M/s.
..... (Party 1)

[Signature of Authorized Representative]

..... [Name of the Authorized Representative] [Designation of the
Authorized Representative]

n.3. Witness 1

[Signature of Witness 1]

..... Name:

Designation:

n.4. Witness 2

[Signature of Witness 1]

..... Name:

Designation:

Attested:

..... [Signature] (Notary Public)

Place: Date:

Annexure to the Consortium Agreement

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):

2. Roles and Responsibilities of the Party 2

3. Roles and Responsibilities of the Party 3
- .
- .
- .
- .
- .
- n. Roles and Responsibilities of the Party n

Form-10. Format for Power of Attorney from each Consortium Member in favour of the Lead Consortium Member

[To be provided by each Consortium Member (other than the Lead Consortium Member) in favour of the Lead Consortium Member.]

WHEREAS Assam Power Distribution Company Limited (APDCL) has issued for Tender No..... (the “BID DOCUMENT”) dated for inviting Bids in respect of Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL on Opex Basis on the terms contained in the BID DOCUMENT;

WHEREAS M/s....., M/s., M/s. and M/s. [Insert names of all Members of Consortium] the Members of the Consortium are desirous of submitting a Bid in response to the BID DOCUMENT, and if selected, undertaking the responsibility of implementing the Project as per the terms of the BID DOCUMENT;

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated (the “Consortium Agreement”), entered into between all the Members and submitted along with the Bid to appoint [Insert the name and address of the Lead Consortium Member] as Lead Consortium Member to represent all the Members of the Consortium for all matters regarding the BID DOCUMENT and the Bid;

AND WHEREAS pursuant to the terms of the BID DOCUMENT and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s [Insert name of the Lead Member] as the Lead Consortium Member to represent us in all matters regarding the Bid and the BID DOCUMENT, in the manner stated below:-

Know all men by these presents, we [Insert name and address of the registered office of the Member 1], [Insert name and address of the registered office of the Member 2],, [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Consortium Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the BID DOCUMENT issued by APDCL including signing and submission of the Bid and all documents related to the Bid as specified in the BID DOCUMENT, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL named in the BID DOCUMENT, and providing information / responses to APDCL, representing us and the Consortium in all matters before APDCL named in the BID DOCUMENT, and generally dealing with APDCL named in the BID DOCUMENT in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the BID DOCUMENT.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

Signed by the within named[Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

.....
(Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)
.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)
Name
Designation.....

2. (Signature)
Name
Designation.....

Notes:

- a. 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 executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form - 11: Format of Power of Attorney by Lead Consortium Member authorizing an Individual Designated Representative for the Consortium.

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium] do hereby constitute, appoint, nominate and authorize Mr./Ms. [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. (the "BID DOCUMENT") datedfor Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL on Opex Basis (the "Project") issued by the Assam Power Distribution Company Limited (APDCL), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the BID DOCUMENT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

Signed by the within named [Insert the name of the executant company] through the hand of Mr.duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

.....
(Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

d. 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 executant(s).

e. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

f. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form-12: Format of Letter of Consent by Consortium Member reviewing each element of the Bid.

[On the letter head of each Member of the Consortium including Lead Member]

[Reference No.]

From:

[Address of the Lead Consortium Member] [Telephone No., Fax No., Email]

[Date]

To:

The CGM (CR)

Assam Power Distribution Company Limited

4th Floor , Bijulee Bhawan, Paltanbazar

Guwahati, Assam

Sub: Bid for Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL on Opex Basis.

Ref: Your Tender No. dated (the "BID DOCUMENT").

Dear Sir,

We, [Insert name of the undersigned Consortium Member] Member of Consortium Lead by [Insert name of the Lead Consortium Member] have read, examined and understood the BID DOCUMENT and BID DOCUMENT Documents for Appointment of a Call Center Agency for providing Single Window Centralized Customer Care Center (CCCC) to APDCL.

We hereby confirm our concurrence with the BID DOCUMENT including in particular the Consortium Agreement and the Bid submitted by [Insert name of the Lead Consortium Member], in response to the BID DOCUMENT. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name :
Designation :
Name of the Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

Dated the day of of 20...

Thanking you,

Yours faithfully,

.....
[Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal]

Business Address:
[Name and address of principal officer]

SECTION -3

CONDITIONS OF CONTRACT

Definition and Interpretations

1.1. Definition

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

1.1.1. “Contract” means the agreement between the Employer and the Business Associate for the execution of the complete Works incorporating the Conditions, Specifications, price and other completed Schedules, Bid, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award.

1.1.2. “Conditions” means conditions of Contract

1.1.3. “Commencement Date” means the date of issue of letter of intent.

1.1.4. “Contract Agreement” means the documents recording the terms of the Contract between the Employer and the Business Associate.

1.1.5. “Contract Price” means the sum stated in the Letter of Award as payable to the Business Associate for execution and commissioning of the Works and adjusted, after optimization, on the basis provided in the Contract. It shall be the sum total of all the amounts entered by the Business Associate in the Schedule of Prices.

1.1.6. “Business Associate” means the person whose Bid has been accepted by the Employer and the legal successors in title to the Business Associate but not (except with the consent of the Employer) any assignee of the Business Associate.

1.1.7. “Business Associate’s Equipment” means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant.

1.1.8. “Business Associate ’s Risk” means the risk defined in Sub-Clause

1.1.9. “Defects Liability Certificate” means the certificate to be issued by the Employer to the Business Associate.

1.1.10. “Defect Liability Period” means one year following commissioning of line on load and Taking Over during which the Business Associate is responsible for making good defects and damage.

1.1.11. “Employer/Owner” means the ASSAM POWER DISTRIBUTION COMPANY LIMITED and the legal successors in title to the Employer/Owner but not (Except with the consent of the Business Associate) any assignees of the Employer/Owner.

1.1.12. "Employer's Drawings" means all the Drawings and information provided by the Employer to the Business Associate under the Contract.

1.1.13. "Force Majeure" has the meaning assigned to it under Sub Clause 36.

1.1.14. "Gross Misconduct" means any act or omission of the Business Associate in violation of the most elementary rules of diligence which a conscientious Business Associate in the same position and under the same circumstance would have followed.

1.1.15. "Notification of Award/Letter of Award" means the formal award by the Employer of the Bid incorporating any adjustments or variation to the Bid agreed between the Employer and the Business Associate.

1.1.16. "Performance Guarantee" means the security to be provided by the Business Associate for the due performance of the Contract.

1.1.17. "Program" means the Program to be submitted by the Business Associate and any approved revision thereto.

1.1.18. "Provisional Sum" means a sum, described as such for the execution of Works or for the supply of goods or services to be used

1.1.19. "Risk Transfer Date" means the date when the risk of loss or damage to the Works passes from the Business Associate to the Employer.

1.1.20. "Schedule of Prices" means the completed price schedule or any part or individual schedule thereof, submitted by the Business Associate with his Bid and forming a part of the Contract documents.

1.1.21. "Site" means the place or places, where Work is to be done by the Business Associate or to which Plant is to be delivered, together with so much of the area surrounding the same as the Business Associate shall with the consent of the Employer use in connection with the Works otherwise that merely for the purposes of access.

1.1.22. "Specification" means the specification of the Works included in Bidding Documents and includes the Contract and any modification thereof.

1.1.23. "Taking-over Certificate" means the Certificate to be given by the Engineer to the Business Associate in accordance with Clause-22.

1.1.24. "Bid" means the Business Associate's priced offer to the Employer for the execution of the Works.

1.1.25. "Tests on Completion" means the test specified in the Contract or otherwise agreed by the Employer and the Business Associate to be performed before the Works are taken over by the Employer.

1.1.26. “Time for Completion” means the time stated in the conditions of Contract for completing the Works or any Part thereof and passing the tests on completion calculated from the commencement date unless extended.

1.1.27. “Variation Order” means any written order, identified as such issued to the Business Associate by the Employer.

1.1.28. “Works” means work to be done by the Business Associate under the Contract.

1.1.29. “Government” means the Government of India/Government of Assam.

1.1.30. “Other Business Associate ” means any party or parties having a direct Contract with the Employer for Work outside the scope of this Contract and shall include any Sub-Business Associate of this “Other Business Associate”

1.1.31. “Engineer” means Assistant Engineer/ Assistant Executive Engineer, Executive Engineer, APDCL appointed by the Employer for this Work.

1.1.32. “Sub Business Associate”: The Sub-Business Associate used herein refers to a party or parties having a direct Contract with the Business Associate, whom any part of the Contract has been sublet by the Business Associate with the consent in writing of the Engineer-in-charge.

1.1.33. “**Engineer-in-charge**” i.e. CGM (CR)/APDCL is the person under whose supervision the project shall be executed. He will identify the Engineer/ Executive Engineer who will be directly responsible for the execution of Works, measurement and verification of bills for payments. In the present NIT, CGM(CR), APDCL shall be the Nodal officer under whose jurisdiction the work falls.

1.2. **Written Communication**

Wherever in the Contract provision is made for communication to be “Written” or “in Writing” this means any hand-written, type written or printed communication including telex, cable and facsimile transmission addressed to the Engineer-in-Charge, Engineer or other agencies of the Owner, involved in execution of the Contract.

1.3. **Notice, Consent and approvals**

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably with-held. Unless otherwise specified, such notice, consent or approval shall be in writing and the word “notify” shall be construed accordingly. Engineer-in-charge shall be Nodal Officer in this respect. He may delegate his powers to the subordinate officer wherever required. All such letter and notices shall be addressed by the Business Associate to the Engineer-in-charge as required with a copy to Chief Engineer/Commercial. However, routine correspondence may be exchanged by him with the Engineer with a copy to Engineer-in -charge.

2. Employer's Decisions and Instructions

2.1. The Business Associate shall proceed with the decisions and instructions given by the Employer or its representative in accordance with these conditions.

2.2. Confirmation in Writing

The Business Associate may require the Employer to confirm in writing any decision or instruction of the Employer which is not in writing. The Business Associate shall notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Business Associate from Superintending Engineer /Operation Circle Concerned or the Engineer identified by him/provided in the Contract.

3. Assignment

The Business Associate shall not assign the Contract or any part of his obligations under the Contract without the prior written consent of the Employer (Which shall not be unreasonably withheld). A charge in favour of the Business Associate's bankers of any monies due under the Contract shall not be considered an assignment.

4. Sub Contracting

4.1. Not Allowed

5. Contract documents

5.1. Ruling Language

Where versions of the Contract are prepared in different languages, the English version shall prevail.

5.2. Day to Day Communications

The day to day communications shall be in English Language only.

5.3. Priority of Contract Document

Unless otherwise provided in the Contract, the Contract documents shall be as follows in order of priority:-

5.3.1. The letter of Award.

5.3.2. Conditions of Contract.

5.3.3. Bidder's Priced Offer.

5.3.4. Any other documents forming part of the Contract.

5.4. Documents Mutually Explanatory.

Subject to Sub Clause 5.3, the Contract documents shall be taken as mutually explanatory. The Employer shall clarify any ambiguities or discrepancies.

6. Obligation of the Business Associate.

6.1. General Obligations

a. Business Associate shall have qualified managers & supervisors with adequate experience in execution of works/ providing services at the site/back end for satisfactory progress and successful execution of the work. The Business Associate shall employ on the execution of the works only such person as are skilled and experienced in their respective trades. The APDCL shall have full power at all times to object the employment of any employee not suitable for the work by the Business Associate and if the Business Associate shall receive notice in writing from the APDCL requesting the removal of any such men or man from the work, Business Associate is to comply with the request forthwith. No such employee after his removal from the work by request of the APDCL shall be re-employed or reinstated on the work by the Business Associate at any time except with the prior approval in writing of the APDCL

BA shall not pay less wages than mandated by the Ministry of labor, Govt of Assam, at any time during course of execution of work to its employees. In case of noncompliance, contract agreement can be terminated by APDCL at Bidders fault with forfeiture of PBG.

BA shall acknowledge surety, security & privacy of the client`s business data & other departments proprietary information or materials, whether developed by department or being used by department pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential & proprietary to user department.

7. Program

Within the time stated in the Contract Data the Business Associate shall submit to the Engineer for approval a Program showing the general methods, arrangement, order and timing for all the activities in the Works.

8. Business Associate’s Representative.

Objection to Business Associate’s Employee

The Business Associate shall, upon the Employer’s written instruction remove from the Works any person employed by him in the execution of Works, who mis-conducts himself or is incompetent or negligent.

9. Compliance with Laws

9.1 Compliance with Statutes, Regulations

The Business Associate shall, in all matters arising in the performance of the Contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The Contract shall in all respects be prepared and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

The Business Associate shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

9.2 Compliance with Laws

The Business Associate shall comply with the laws of India for work under the contract

10. Labour

The Business Associate shall follow all Labour Regulations notified by Govt. of Assam & Govt. of India from time to time.

11. Currency and Rates of Exchange.

All payments shall be made in Indian Rupees only.

12. Set Off

Any such money due and payable to the Business Associate under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contract or any other Contract entered into by the Business Associate with the Owner.

13.0 Limitations of Liability

13.1 Liability after Expiry of Defect Liability Period.

Except in cases of criminal negligence or willful misconduct:-

- a) The Business Associate shall not be liable to the Employer, whether in Contract, or otherwise for any indirect or consequential loss or damage, provided that this execution shall not apply to any obligation of the Business Associate to pay liquidated damages to the Employer.

- b) The aggregate liability of the Business Associate to the Employer under the Contract shall not exceed the Contract price, provided that this limitation shall not apply to any obligation of the Business Associate to indemnify the Employer with respect to patent infringement.

13.1 Exclusive Remedies

The Employer and the Business Associate intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works.

Accordingly, the remedies provided under the Contract in respect of or in consequence of :-

- a) Any breach of Contract, or
- b) Any act of negligence or omission, or
- c) Death or personal injury, or
- d) Loss or damage to any property.

are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

13.3 Mitigation of loss or Damage

In all case the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

14. Force Majeure.

14.1 Definition of Force Majeure.

Force Majeure means any circumstances beyond the control of the parties including:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;

- d) Riot, commotion or disorder, except where solely restricted to employees of the Business Associate.
- e) Natural calamity (such as Earthquake, Cyclone, Floods etc.).

14.2 Effect of Force Majeure.

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Award.

14.3 Notice of Occurrence.

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

14.4 Performance to Continue.

Upon the occurrence of any circumstances of Force Majeure the Business Associate shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Business Associate shall notify the Employer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Business Associate shall not take any such steps unless directed so to do by the Employer.

14.5 Additional Costs caused by Force Majeure.

If the Business Associate incurs additional costs in complying with the Employer's directions, the amount thereof shall be certified by the Employer and added to the Contract Price.

14.6 Termination in Consequence of Force Majeure.

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Business Associate may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

14.7 Payment on Termination for Force Majeure.

If the Contract is terminated the Business Associate shall be paid the value of the Work done.

The Business Associate shall also be entitled to receive: -

The amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and delivered and a proper proportion of any such item in which the Work or service comprised has only been partially carried out and delivered.

15. Business Associate 's Default

15.1 Notice of Default.

If the Business Associate is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, there under, as seriously, to affect the Program for carrying out of the Works, the Employer may give notice to the Business Associate requiring him to make good such failure or neglect.

15.2 Nature of Business Associate's default.

If the Business Associate:-

- a) Has failed to comply within a reasonable time with a notice
- b) Assigns the Contract or Sub-Contracts the whole of the Works without the
- c) Employer's written consent, or
- d) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Business Associate, terminate the Contract and expel the Business Associate from the Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Business Associate under the Contract. The Employer may upon such termination complete the Works himself or by any other Business Associate.

15.3 Valuation at Date of Termination

The Employer shall, as soon as possible after such termination, certify the value of the Works and all sum then due to Business Associate as at the date of termination.

16. Employer's Default

16.1 Nature of Employer's Default

The Business Associate may, by giving 30 days notice to the Employer, terminate the Contract if the Employer becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditor, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation, or

16.2 Payment on termination for Employer's Default.

In the event of such termination the Employer shall pay the Business Associate as amount payable for the work done by the firm up to termination date.

17. Notices

17.1 Notice to Business Associate

All certificates, notices or written order communications to be given to the Business Associate by the Employer under the conditions shall be sent by Airmail, Cable, telex, Regd. Post or facsimile transmission, to or be left at the Business Associate 's principal place of business or such other address as the Business Associate shall notify for that purpose, or may be handed over to the Business Associate 's representative under acknowledgement.

17.2 Notices to Employer

Any notice to be given to the Employer under these conditions shall be sent by Airmail, Regd. Post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative, authorized, to receive it.

17.3 Minutes of meeting

Instructions or notice to the Business Associate and notice from the Business Associate to the Employer record in a minute or protocol signed by the authorized representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the Contract.

18. TERMINATION FOR DEFAULT

18.1 The APDCL, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

a) if the agency fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the APDCL.

b) if the agency fails to perform any other obligation(s) under the contract; and

c) if the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the APDCL may authorize in writing) after receipt of the default notice from the APDCL On a notice period of 30 days.

18.2 In the event the APDCL terminates the contract in whole or in part pursuant to above para the APDCL may take/procure, upon such terms and in such manner as it deems appropriate, services / goods similar to those undelivered and the agency shall be liable to the APDCL for any excess cost for such similar s e r v i c e s / goods. However, the agency shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

The APDCL may at any time terminate the Contract by giving written notice to the agency, without compensation to the agency if the a g e n c y becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the APDCL.

19.1 Termination for Convenience:

APDCL, by Notice sent to agency may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the APDCL convenience, the extent to which performance of agency under the Contract is terminated, and the date upon which such termination becomes effective.

The services/goods those are complete and completion of work within twenty-eight (28) days after agency receipt of the Notice of termination shall be accepted by the APDCL at the Contract terms and prices. For the remaining Goods/services, the APDCL may elect:

- a) To have any portion of work/services completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to agency an agreed amount for partially completed Goods/services and Related Services and for materials and parts previously taken/procured by agency.

19.2 The agency should prepare and present a detailed exit plan within five calendar days of termination notice receipt to APDCL (“Exit Plan”).

19.3 The Nodal Officer or any other person designated by APDCL and along with designated team will review the Exit plan. If approved, the firm shall start working on the same immediately. If the plan is rejected, the firm shall prepare alternate plan within two calendar days. If the second plan is also rejected, the APDCL will provide a plan for the firm and it should be adhered to in totality.

- a) The Exit Plan should cover at least the following :-

- i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
 - ii. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
 - iii. Handover the list of all IT Assets, passwords at all locations to APDCL.
- b) The firm and APDCL will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

20. Taxation

- a) The Business Associate shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery of the Contract supplies to the Employer.
- b) The Business Associate shall be solely responsible for the taxes that may be levied on the Business Associate's persons or on earning of any of his employee and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Business Associate or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.

21. Advertising

Any advertising stating the subject of this Contract by the Business Associate in India or in other foreign countries shall be subject to approval of the Employer prior to the publication.

Publication of approved articles, photographs and other similar materials shall carry approval of the Employer.

22. Industrial & Labour Laws

The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable.

23. Corrupt or fraudulent practices

APDCL requires that Business Associate observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, APDCL:-

- a) defines, for the purposes of this provision, the terms set forth as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and

- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of APDCL, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive APDCL of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

24. Settlement of Disputes

- a) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, settled amicably between the parties.
- b) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Business Associate , arising out of the Contract for the performance of the Works whether during the progress for the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the Owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Business Associate .
- c) Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Business Associate who shall proceed with the Works with all due diligence, whether he or the Owner required arbitration as hereinafter provided or not.
- d) If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- e) In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the Owner or the Business Associate being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

25. Arbitration:

All matters, question, disputes, differences and/or claims arising out of and/ or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this

Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the MD, APDCL or an Officer appointed by the MD, APDCL as his nominee. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

26. Jurisdiction of the Court

Gauhati High Court shall have exclusive jurisdiction to decide any dispute arising out of or in the contract

N.B. The terms and conditions are being regulated by the “General Conditions of Supply & Erection of APDCL” and its amendments thereof. The terms and conditions provided in the tender documents are exhaustive in nature, however in case of any discrepancy, the regulations as provided in the Procurement Manual / its amendments thereof shall be followed. The bidders are expected to acquaint themselves with the regulations as provided in the Procurement Manual

APPENDIX-A

No. of consumers under APDCL as on 31/3/2021

Category / Circle	Badarpur	Barpeta	Bongaigaon	Cachar	Dibrugarh	GEC-I	GEC-II	Golaghat	Jorhat	KANCH	Kokrajhar	Mangaldai	Morigaon	Nagaon	N Lakhimpur	Rangia	Sivasagar	Tezpur	Tinsukia	Total
LT CATEGORY																				
Jeevan Dhara	98498	113688	153327	52090	35424	1440	44084	33821	45782	46056	116340	72755	38459	74891	100870	46927	46378	62224	52437	1235491
Domestic A	212788	343949	331092	222823	157288	154609	248457	173871	201199	163744	296232	265276	140580	417495	256725	267530	208932	288827	215680	4567097
Domestic B	340	806	1013	1577	3485	72205	4829	783	5160	583	1259	448	293	2345	950	919	1686	1855	2234	102770
Commercial	15447	18608	17809	18259	11514	32619	13872	7734	11965	8805	15413	13069	7613	25596	13332	12244	13914	16730	16268	290811
General Purpose (Non Commercial & Non Domestic Users)	3480	2638	3133	3097	1062	2883	2374	1390	2455	1807	2825	2245	1145	4948	2897	2654	2341	2892	1327	47593
General Purpose (Govt. Primary & Secondary/ Higher Secondary Schools)	549	1341	1145	998	311	131	638	492	412	166	790	515	376	271	687	433	100	566	165	10086
Public Lighting	36	299	1193	78	209	345	138	62	136	162	136	113	71	155	137	149	127	165	227	3938
Agriculture	7	373	3611	3	46	29	4297	778	440	534	2777	1266	6030	11426	1120	494	16	1975	11	35233
Small Industries (Rural)	349	1181	804	407	294	46	1037	426	754	303	1072	1371	526	1464	1351	1096	861	968	540	14850
Small Industries (Urban)	176	279	135	179	222	801	131	98	195	98	367	328	94	378	168	122	196	236	493	4696
Temporary Supply (Domestic)	0	7	119	0	2	51	4	1	35	0	32	0	0	71	0	0	0	0	0	322
Temporary Supply (Non-domestic)	84	72	6	1	32	64	58	3	54	7	51	24	0	131	6	25	15	3	19	655
Temporary Supply (Agriculture))	0	0	0	0	0	0	0	0	0	0	448	0	0	0	0	0	0	0	0	448
Electric Vehicle Charging Station (LT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HT CATEGORY																				
Domestic	4	2	13	21	36	315	12	2	32	11	3	1	1	25	4	6	8	11	22	529
Commercial	56	131	171	209	219	1488	306	88	221	65	134	60	34	167	124	99	146	190	181	4089
Public Water Works	167	104	236	351	140	154	388	342	441	124	115	339	157	485	182	378	375	476	130	5084
Bulk Supply(Govt.Education)	13	36	18	29	30	48	23	4	17	18	21	12	6	13	7	11	12	19	11	348
Bulk Supply(Others)	70	72	91	79	79	421	112	36	109	65	97	65	39	79	56	58	45	101	94	1768
HT Small Industries	40	21	38	38	30	70	73	45	50	23	28	39	22	70	26	29	87	41	47	817
HT-I Industries (above 50 kVA to 150 kVA)	32	30	35	88	63	185	194	45	59	37	37	49	29	75	37	70	86	82	83	1316
HT-II Industries above 150 kVA (Option I : TOD)	11	9	20	48	22	146	315	25	52	18	4	29	18	60	16	48	19	35	52	947
HT-II Industries above 150 kVA (Option II : Non TOD)	0	12	3	1	1	12	30	0	13	8	7	0	1	2	0	0	2	8	1	101
Tea, Coffee & Rubber	31	2	7	54	149	3	1	156	136	1	14	48	1	27	15	4	177	136	199	1161
Oil & Coal	1	0	2	10	2	3	0	24	17	17	0	0	0	0	3	0	63	4	10	156
HT Irrigation (above 25kW) (30 kVA)	19	86	42	34	14	7	32	40	79	7	56	25	119	109	42	87	63	44	21	926
HT Temporary Supply	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HT Electric Crematorium	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
HT Railway Traction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HT Electric Vehicle Charging Station	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	332198	483746	514063	300474	210674	268077	321405	220266	269813	222659	438258	358077	195614	540283	378755	333383	275649	377588	290252	6331234