

REQUEST FOR SELECTION (RfP)

FOR ENGAGEMENT OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT
FOR 1000 MW GRID CONNECTED SOLAR PV POWER PROJECT AT ASSAM
UNDER “MUKHYA MANTRI SAURO SHAKTI PROKOLPO” THROUGH ADB FUNDING



RFS NO: APDCL/CGM (NRE)/NRE-46/Pt-III/2022-23 Dated 23.11.2022

ISSUED BY:

**OFFICE OF THE CHIEF GENERAL MANAGER (NRE)
ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
BIJULEE BHAWAN (ANNEX BUILDING),
PALTANBAZAR, GUWAHATI-1**

E-mail: gmnre.apdcl@gmail.com

NOTICE INVITING TENDER

1. Assam Power Distribution Company Limited (APDCL) invites in two bid systems (Techno Commercial & Financial) from eligible bidders for preparation of Detailed Project Reports (DPRs) as per the scope of the work given in this document for 1000 MW Grid Connected Solar PV power project at Karbi Anglong district of Assam under “Mukhya Mantri Sauro Shakti Prokolpo” through Asian Development Bank (ADB) funding.
2. Bid document shall be available on <https://www.assamtenders.gov.in> from 23.11.2022.
3. The complete Bidding Documents can be downloaded from the e-tendering portal <https://www.assamtenders.gov.in>. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time. Any amendments (s) / corrigendum / clarification with respect to this Bid shall be uploaded on <http://www.assamtenders.gov.in> and the same will form a part of bid document for all references. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above websites. No separate communication shall be made by APDCL in this regard
4. The bidder shall submit the bid in e – tendering portal <http://www.assamtenders.gov.in> using their own Digital Signature Certificate
5. The Bid Information Sheet is provided below:

Particulars	Description
RfP No. & Date	APDCL/CGM (NRE)/NRE-46/Pt-III/2022-23 Dated 23.11.2022
Document Description	RFP Document for engagement of consultant for preparation of detailed project report (DPR) for 1000 MW Grid Connected Solar PV power project at Karbi Anglong district of Assam under “Mukhya Mantri Sauro Shakti Prokolpo” through ADB funding
Downloading of Bidding Document	The Bidding Document can be downloaded online only through https://www.assamtenders.gov.in website of Government of India
Estimated Cost	Rs. 50.00 Lakhs (INR Fifty Lakhs Only)
Date of Publication	23.11.2022 at 16:00 Hrs.
Bid Document Download Start Date & Time	23.11.2022 at 17:00 Hrs.
Date & Time of Pre-Bid meeting & Venue of Pre-Bid Meeting	26.11.2022 at 14:00 Hrs. Venue of Pre –Bid Meeting: Conference Hall 2 nd Floor, Annex Building, O/o the CGM (NRE), Assam Power Distribution Company Limited Bijulee Bhawan, Paltanbazar, Guwahati -01
Last date & Time for online submission of “Techno-Commercial Bid” and “Price Bid” as per RFS	30.11.2022 at 16:00 Hrs.
Online Bid Opening (Techno-Commercial)	01.12.2022 at 12:00 Hrs.
Price Bid Opening	Shall be intimated to the techno – commercially qualified bidders
Cost of RFS (Non-refundable applicable for the Bidder)	Amount: INR 3540.00 (3000/ +18% GST) (Indian Rupees Three Thousands Five Hundred & Fourty Only) to be submitted by the Bidder in Online while submission of tender in https://www.assamtenders.gov.in
Bid Security (EMD) applicable for the Bidder	Amount: INR 1,00,000.00 (Indian Rupees One Lakh only). The EMD shall be submitted by the Bidder in Online while submission of tender in https://www.assamtenders.gov.in
Performance Security to be submitted by successful bidders	Amount: 10% of Contract value in the form of BG in favor “ Chief General Manager (NRE), Assam Power Distribution Company Limited ” payable at “ Guwahati ”
Address for Communication	CHIEF GENERAL MANAGER (NRE) ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL) BIJULEE BHAWAN (ANNEX BUILDING), PALTANBAZAR, GUWAHATI – 01 Email: gmnre.apdcl@gmail.com

Details of persons to be contacted in case of any assistance required	<ol style="list-style-type: none">1. Shri S. Bora CGM (NRE), APDCL (M. No: 6003074776)2. Sri Kuldip Sharma AGM (NRE), APDCL (M. No: 8473919735)3. Sri Jitu Moni Das Consultant (NRE), APDCL (M. No: 8135078531)
---	---

Important note:

1. Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the websites <https://www.assamtenders.gov.in>. No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case APDCL shall be held responsible for any loss of information to the Bidders.
2. Intimation regarding notification on the above shall be available only <https://www.assamtenders.gov.in>.

Chief General Manager (NRE)
APDCL, Bijulee Bhawan (Annex Building),
Paltanbazar, Guwahati-1

Memo No.: APDCL/CGM (NRE)/NRE-46/Pt-III/2022-23 Dated 23.11.2022

Copy to:-

1. **P.S to the Managing Director**, APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1, for kind appraisal of the Managing Director, APDCL.
2. Office Notice Board.

Chief General Manager (NRE)
APDCL, Bijulee Bhawan (Annex Building),
Paltanbazar, Guwahati-1

Definitions & Abbreviations

In the bid document as herein defined where the context so admits, the following words and expression will have the following meaning:

- i. **“Applicant”** shall mean the bidder responding to the Bid document with intent to get selected by with APDCL for consultancy work.
- ii. **“Authority”** Assam Power Distribution Company Limited
- iii. **“ADB”** means Asian Development Bank
- iv. **“Change in Law”** means any new law or statute, or any change, variation, modification, repeal or amendment to any existing law or statute, including any change in case/judge made law, or in any governmental order, directive or regulation, or any change consequent upon any relevant decision or ruling by any governmental or municipal body as to the correct interpretation or application of any law impacting the RFP.
- v. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- vi. **“Competent Authority”** shall mean Chief General Manager (NRE), APDCL himself and/or a person or group of person(s) nominated by Chief General Manager (NRE), APDCL for the mentioned purpose herein.
- vii. **“Company”** means a company formed under the Companies Act 1956/ Companies act 2013.
- viii. **“Consultant”** means a company and registered in India or abroad having an office in India and authorized to carry out consultancy services as per the Indian Law.
- ix. **“Contract”** means agreement between APDCL and successful Bidder/ Applicant as a result of evaluation of the bidding process to execute the work defined in the bid document.
- x. **“EPC”** means Engineering Procurement & Construction work for development of solar park.
- xi. **“EPC Contractor”** means the company/companies awarded the EPC works.
- xii. **“Engineer-in-Charge”** will be the officer designated by APDCL to monitor, manage & interact with selected consultant with respect to scope of works & she / he will also communicate APDCL’s decision on the matters relevant to the Consultant’s work.
- xiii. **“Grid Connected Solar PV Project”** shall mean a Solar PV Plant which can supply the generated electricity to the Grid and which is designed & operated as per Indian Electricity Grid Code and prudent utility practices.
- xiv. **“Law”** means any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, requirement of permits, any appointments, decisions, acts, instructions, requirements, directives and notifications of any Government Authority or any court or tribunal or arbitrator having jurisdiction over the matters in question or the like including those related to taxes, duties, assessment, expropriation or authoritative interpretation as may be modified, enacted, re-interpreted or revised from time to time, and the official interpretations thereof, applicable to this bid document.
- xv. **“Letter of Award / Award”**, shall mean the letter issued to the successful bidder to execute the services expressed under RFP document.
- xvi. **“Project”** works defined under scope of work & to be undertaken by successful bidder.
- xvii. **“RFP”** shall mean Request for Proposal (RFP)/Tender document/Bid Document.
- xviii. **“Scheduled Bank”** means a bank listed under the second schedule of the Reserve Bank of India Act, 1934

1. General Description of Project:

1.1 Background

The National Action plan for Climate Change (NAPCC) has identified solar energy development as a thrust area for enhancing energy security and combating climate change and mandated the launch of the National Solar Mission to significantly increase the share of solar energy in the total energy mix. The country has ambitious target of setting up 100000 (1 Lakh) MW capacity solar power projects by year 2022 under National Solar Mission of GOI.

India is targeting to become net zero by 2070 as announced in the recently concluded COP26 climate change conference in Glasgow. Among five-point climate action plan, India has committed to target 50 percent of its energy requirements from renewable energy, bringing non-fossil fuel energy capacity to 500 GW, reduction of carbon emissions by one billion tons, and bring down the carbon intensity below 45 percent by 2030.

In line with the vision of Hon'ble Prime Minister of India, Hon'ble Chief Minister of the State of Assam has intended to install an aggregate capacity of 3000 MWp Solar Power Plants in Assam to make a markable contribution towards achievement of the above goals. To achieve this target, Assam Power Distribution Company Ltd. (APDCL) is going to implement 1000 MWp (1 GW) Solar Power Projects at Karbi Anglong district in Assam Assam on Engineering Procurement & Construction (EPC) mode under "Mukhya Mantri Sauro Shakti Prokolpo" through ADB funding.

To develop this 1000 MW Solar Power Project, APDCL invites eligible consultant to submit their proposal for preparation of Detailed Project Report for the said project. Details of scope of works and other terms & conditions are elaborated in the RFP document.

With this background, APDCL invites Request for Proposal for eligible bidder through this RFP: _____ as consultants of APDCL for preparation of DPR for 1000 MW Solar Power Project.

State	Location Details	Approximate Area (in Acres)
Assam	<ul style="list-style-type: none">Village: Khagarijan No.1 in Lankaijan, NC area under Diphu Revenue Circle, Karbi AnglongVillage: Khagarijan No.1 in Klurdung, NC area under Phuloni Revenue Circle, Karbi Anglong	6611.57

Note:

The land area as indicated above may vary by $\pm 20\%$.

1.2 Scope of Work:

The scopes of services include study, investigation & preparation of report of the available characteristics of land topography, soil & sub soil environment, ambient conditions, water and also prepare a detailed master plan to suit the requirement of Solar Power Project (of indicated capacity), complete with all the infrastructure facilities including solar PV module, mounting structure, PCU, transformer, road, drainage, street lighting, water storage tanks & along with water main distribution network, power evacuation network, sewage disposal network along with treatment plant for water (if required). The scope also includes preparation of Bill of Quantity, Specifications, estimates for enabling APDCL to carry out bidding for finalization of EPC contracts for various major component of solar power project viz. Civil, Electrical, IT, Mechanical & Plumbing etc. Areas of investigation and study will cover the following.

1.2.1 Land topography:

The land topography data will be provided by APDCL. Based on the topography data, the consultant should grade the land and quantify the requirement of land filling/levelling/ excavation for the development of solar power plant wherever it would be required throughout the span of Project.

1.2.2 Drainage Study:

The consultant shall study the existing natural drainage and suggest suitable drainage arrangement to avoid flooding of the area after development of Solar Projects in the proposed land.

1.2.3 Solar Plant Capacity

- Based on the land area available & suitable technology assessment, consultant shall suggest installation capacity of Photovoltaic Solar Power Plant in the proposed land.
- The consultant shall also work out the detailed technical specification, rating & capacity of the various project components like Solar PV Module, PCU, Mounting Structure, BoS etc. required for execution of the project.
- The consultant shall also work out the bill of material along with cost estimate for development of solar power plant

1.2.4 Method of Implementation of the Project

Consultant shall recommend different methods for implementation of project. An elaborate sequencing of milestones during execution of project shall form part of the report. Consultant should also identify & report potential hazards and risks to be foreseen and its mitigation measures.

1.2.5 Power Evacuation from the Solar Power Project site to nearby Grid Substation

- Consultant shall carryout load flow study and recommend the method of power evacuation after consultations with concerned authorities (viz. STU/CTU/Power Grid etc.), along with details regarding evacuation infrastructure available in vicinity of project boundary/site to nearby grid substation for optimizing the power evacuation.
- The consultant shall also workout the interfacing arrangement required from point of generation to the Pooling Substation such as transformers, panels, kiosks, protection, metering, HT lines as per grid code etc.
- The consultant shall also work out the bill of material along with cost estimate for creation of the required evacuation infrastructure.

1.2.6 Resource assessment & existing infrastructure

A detailed study of solar radiation resource assessment shall be carried out with other climatic factors such as temperature, wind velocity, precipitation. Availability of water (for cleaning of PV Modules, & domestic purpose of personnel stationed at site) with a suggestion on requirement of water treatment facility based on quality of water available.

Site accessibility details, through Rail / Road / Air shall be carried out. Availability of civil/construction raw materials required during development of project in the vicinity of respective site along with approximate lead time with respect to ordering & delivery of the same has to be worked out by the consultant.

1.2.7 Technical Detailing & Basic Engineering Design

Specifications of the various technical components of the said project shall be worked out by the Consultant along with relevant IS/ BIS Codes wherever applicable. Consultant shall also prepare a Good for Construction (GfC) drawings & Bill of Material along with estimated cost of procurement / construction of all the civil, mechanical, electrical, electronics & IT infrastructure required for development of the project. **Infrastructure details should contain specifications and layouts with respect to following facilities;**

- ❖ Project Technical Design including plant layout, DC Field Layout (solar module/string, inverter, String Monitoring Boxes /Combiner Box, DCDB etc.), AC Field Layout (Inverter Station, Switchyard, transformer etc.)
- ❖ Site levelling & grading, site fencing work, marking of plots, area lighting, gate complex, green belt, drainage, plantation of shrubs & sewage treatment/disposal plan etc.
- ❖ Road network plan including existing road, Onsite and Off-side proposed road/connecting road, watch towers.
- ❖ Power Evacuation Plan within the vicinity of project boundary/site including substation, transmission lines, cabling, Lightning arrester, transformer, Supervisory Control and Data Acquisition (SCADA) & associated infrastructure details etc. The consultant shall suggest various alternatives considering underground cable network, overhead lines etc. along with cost details of each system to enable APDCL to select the

appropriate design. Further, the consultant shall also suggest various alternatives for step up voltage selection to optimize the electrical evacuation facilities.

- ❖ Power Evacuation Plan from the point of generation to the nearby Grid Substation (s) along with associated load analysis of the power network for taking necessary approval from the competent authority.
- ❖ Water demand estimation, water sources, storage system (including underground water), water treatment, and distribution network including piping & pumps details.
- ❖ Common infrastructure like parking, warehouses, administrative block, residential blocks, vocational training institute etc. in the master plan
- ❖ Telecommunication & Local Area Network within the project location including the link cable to the service provider.

1.2.8 Cost Estimation & Financials details:

Review all aspects of the project and prepare a detailed breakup of cost estimate of each component of the project. Financial viability of projects including details of following heads shall be furnished.

- ❖ Various Revenue models & estimates of revenue & operating Costs
- ❖ Profitability analysis
- ❖ Projected Balance Sheet and Cash flow statement
- ❖ Base Indicators – IRR, DSCR, NPV, etc.

1.2.9 Review of Environmental Issues:

Review the existing environmental laws and regulations and report environmental issues that may arise as a result of the implementation of the project. Highlighting climatic / environmental / seismic / anthropogenic factors which can affect progress, life, performance of solar power plant. The environmental impact assessment shall include:

- ❖ Impact on land, air, noise, water.
- ❖ Impact on surrounding land use (possibility of land use change is there or not)
- ❖ Physical and geographical suitability.
- ❖ Waste generation, transfer, re-cycling, treatment and disposal technologies to be employed
- ❖ Pollution abatement options to be employed.
- ❖ Green Belt Development & dust control measures.
- ❖ Potential hazards and risks to be foreseen and its mitigation measures

1.2.10 Social & Local issues

Analysis of local & social issues, which APDCL must consider and taken care while development of project. Here consultant shall provide the detail of local / social issues which may hinder the progress of project while execution/ operation along with possible way-outs in order to avoid any conflict if it may occur.

1.2.11 Legal and Statutory Aspects

Review legal and statutory aspects for the proper implementation of the project regarding resettlement of the population of the selected area if required. An exhaustive list of clearances, NOCs required to be taken along with process to obtain them in order to execute & operate the solar power plants shall be furnished.

1.2.12 Preliminary Yield Analysis:

Consultant shall carryout study of energy yield for the proposed development using different technologies (Solar Photo voltaic) & respective land requirement.

1.2.13 Learning from Previous Projects of similar Nature

Learning from existing solar power project & care should be taken while implementing the project.

1.2.14 Benefits of the project:

Consultant shall list down the proposed social, economic, environmental benefits of the project to the society & country.

1.2.15 Inputs for preparation of tender document for EPC and associated works:

Consultant shall provide inputs for EPC works with respect to development of said solar power project. DPR should contain all the necessary inputs required by the EPC contractor for development of complete infrastructure required in the said project. **Consultant shall also propose Terms & Conditions for the selection of EPC contract as per terms & conditions of ADB**, so that the time bound completion of the Project can be ensured.

Note:

- ❖ Table of Content of Detailed Project Report is given in Annexure: F
- ❖ Final Detailed Project Report must contain all the topics enumerated in Table of Content (Annexure: H), failing which report shall be considered incomplete and unacceptable. However consultant should include any other essential information with respect to development of the project which may not be mentioned in ToC but defined under scope work or seems to be necessary for development of Solar Power Plant.
- ❖ Consultant shall submit hard copy (2 copies) and soft & copy (3 editable copies) of all the reports, drawings & assessments to APDCL.
- ❖ At any time during development of project, APDCL may request the consultant for incorporating any change in Report & Consultant shall acknowledge and address the changes requested by APDCL in such manner.
- ❖ Consultant shall also be required to give presentation to the concerned authority based on Detailed Project Report.

2.0 Instruction to Applicant

2.1 Preparation and Submission of Application:

The Applicant shall provide all the information sought under this document. Corporation will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable for rejection.

- 2.1.1 The technical and financial bids must be submitted through online mode only at <https://assamtenders.gov.in> on or before the Bid Submission Deadline. The Documents to be uploaded shall be properly scanned and duly signed wherever required. All required documents as per Document Checklist must be attached as a soft copy during technical bid submission. The financial proposal should be submitted as per requisite format BoQ uploaded at <https://assamtenders.gov.in>.
- 2.1.2 Bidders must make online deposit of tender processing fee of **3540.00** (Indian Rupees Three Thousands Five Hundred & Fourty Only) only while online submission of tenders in <https://assamtenders.gov.in>.
- 2.1.3 Bidders must make online deposit of EMD (Earnest Money Deposit) of **Rs 1,00,000.00 (Rupees One Lakh)** only while online submission of tenders in <https://assamtenders.gov.in>. If declared successful, the consultant must submit a Performance Bank Guarantee (PBG) of 10% of the award value in favour of Chief General Manager (NRE), APDCL within 03 days from the issue of Letter of Award. (Format for PBG is given in Annexure E). Performance guarantee will be valid for 180 days from the issue of LOA, with an additional claim period of 30 days. BID Security of unsuccessful bidders shall be returned to the respective bidders. The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month after expiration of bid validity. BID Security shall not carry any interest. The Bid Security of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award and furnished the required Performance Guarantee in acceptable form.
- 2.1.4 The bid with quoted price below 10% of the estimated cost shall be treated as Abnormally Low Bid (ALB). In the event that an Abnormally Low Bid is selected for award of contract, the successful bidder shall be required to submit an additional Performance Security along with the regular Contract Performance Guarantee for an amount calculated as under:
- a. If the Bid Price offered by the shortlisted Bidder is lower than 10% but up to 20% of the estimated Project cost/calculated average Bid value, then the Additional Performance Security shall be calculated @ 5% of the Contract Price
 - b. If the Bid Price offered by the shortlisted Bidder is below 20% of the estimated Project cost/calculated average Bid value, then the Additional Performance Security shall be calculated @ 15% of the Contract Price.
 - c. The additional Performance Security shall be treated as part of the Performance Security and shall be valid for a period coextensive with the Contract Performance Guarantee.
 - d. Non-submission of the additional Performance Security shall constitute sufficient ground to reject the bid and similar assessment for ALB will be made for the next ranked bidder.

2.2 Online Bid for submission of Techno-Commercial Bid and Price Bid

Each Bidder shall mandatorily submit its Bid electronically on the <https://www.assamtenders.gov.in> and shall comprise of the Techno-Commercial Bid and the Price Bid. All documents of the response to RFS submitted online must be digitally signed on <https://www.assamtenders.gov.in>.

A. Techno – Commercial Bids:

The Techno-Commercial Bid shall contain the **scanned copy** of the documents set out below, in a sequential manner:

- i. Annexure A: Covering Letter.
- ii. Annexure B: Company Profile and Organization Structure.
- iii. Annexure C: Details of document with respect to eligibility criteria
- iv. Documents required in support of experience as prescribed under eligibility criteria & mentioned in **Annexure: C**, work completion certificate from client along with a copy of respective work order/ purchase order/ letter of award.
- v. Annexure D: Power of Attorney issued by Company in favour of Authorized Signatory.
- vi. Signed & stamped (on each page) copy of RFP document by authorized signatory.
- vii. Copies of Applicant's duly audited balance sheet and profit and loss account for the receding three years.
- viii. CA's certificate to certify the annual turnover requirement and net worth.

B. Price Bids:

The Bidder shall submit its Price Bid for the quoted capacity in online only, in the excel sheet format set out and uploaded in the <https://www.assamtenders.gov.in>. **Please note that, the price bid should not be uploaded in the technical bid submission. If the price bid is submitted as a part of technical bid submission, all the quoted bids will be rejected.**

2.3 Language:

The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same. Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of evaluation with respect to this empanelment.

2.4 Bid validity:

BID shall remain valid for the period of 180 days from the date of opening of techno-commercial bids.

2.5 Acknowledgement by Applicant

It shall be deemed by submitting the Application, the Applicant has:

- (i) Made a complete and careful examination of this document
- (ii) Received all relevant information requested from the Authority
- (iii) Accepted the risk of error, inadequacy or mistake in the information provided in this document by or on behalf of Authority;
- (iv) Agreed to be bound by the undertakings provided by it and in terms hereof.

2.6 Right to accept/ reject any Application

2.6.1 Notwithstanding anything contained in this document, Authority reserves the right to accept or reject any Application and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Authority may, at its discretion, invite all eligible Applicants to submit fresh Applications.

2.6.2 APDCL reserves the right to reject any Application if

- a. At any time a material misrepresentation is made or uncovered, or;
- b. The Applicant does not submit the supplementary information required by Authority within the time specified.

2.6.3 APDCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to this document. Any such verification or lack of such verification by it shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Corporation hereunder.

2.7 **Amendment to this document**

At any time prior to the date of submission of the Application for award APDCL may, for any reason whatsoever, whether on its own initiative or in response to any request for clarification modify this document through the issue of addenda.

2.8 **Modifications/ substitutions/ withdrawal of Applications**

2.8.1 No Application shall be modified, substituted or withdrawn by the applicant on or after submission of bid document.

2.9 **Clarifications**

To facilitate evaluation of Applications, APDCL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by APDCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing/email. Applicant must provide active "email id" of authorized signatory for any such correspondence.

APDCL may on a suo-moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by APDCL shall form part of this document. All applicants can refer <https://www.assamtenders.gov.in> for any clarifications and amendments hereto. No separate reply/ intimation shall be given for the above, elsewhere.

If an Applicant does not provide clarifications sought within the prescribed time, his Application shall be liable to be rejected. In case the Application is not rejected APDCL may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the APDCL.

2.10 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Award shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising APDCL in relation to, or matters arising out of. APDCL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. APDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the APDCL or as may be required by law or in connection with any legal process.

2.11 **Conditions for Forfeiture of BID Security**

Bid Security shall be forfeited in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award along with required documents including Performance Bank Guarantee.

2.12 **Ineligibility for Future Tenders**

Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award / Purchase order, either does not accept the Letter of Award or does not submit an acceptable Performance Bank Guarantee and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular tender.

2.13 **Determination of Responsiveness**

Prior to the detailed evaluation, APDCL will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditions or reservations;

- i. that effects in any substantial way the scope quality or performance of the contract or
- ii. that limits in any substantial way inconsistent with the bidding document the APDCL's right or the successful bidders obligation under the contract or
- iii. whose rectification would unfairly affect the competitive position of other substantially responsive BIDs.

2.14 Discrepancies in BID

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

- In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.

2.15 Obligations of the Bidder

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

3.0 General Terms of the RFP

3.1 Interpretation

Unless expressly stated otherwise, in the interpretation of this RFP,

- a) Clause headings do not affect the interpretation of this RFP;
- b) Explanatory notes are for clarification only and do not affect the interpretation of this RFP;
- c) The singular includes the plural and vice versa where the context requires;
- d) Words importing a gender include every gender;
- e) 'Person' includes natural persons and APDCL, their successors and permitted assigns;
- f) Terms and words beginning with capital letters and defined in this RFP shall have the meaning ascribed thereto herein;
- g) The words "include" and "including" are to be construed without limitation, and references to Recitals, Clauses, Schedules and Appendices are references to recitals of clauses of schedules to and appendices to this RFP;
- h) The Recitals, Schedules and Appendices form part of the provisions of this RFP and references to this RFP shall, unless the context otherwise requires, include references to Recitals, Schedules and Appendices.

3.2 Force Majeure

If an extraordinary situation should arise which is outside the control of the parties which makes performance of the duties under this RFP impossible, and which under Indian law must be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than thirty (30) calendar days as of the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

3.3 Contract

APDCL shall send to the successful Bidder the Letter of Award. The contract shall come into effect from the date of issue of Letter of Award (LOA). The contract price shall be as specified in LOA.

3.4 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by APDCL or the Bidder may be taken or executed by the officials authorized for the purpose.

3.5 Arbitration and Settlement of Disputes

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the MD Assam Power Distribution Company Limited or his nominee whose decision shall be final and binding for both the parties. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Guwahati, Assam.

3.6 Notices

Any notice, request, clarification or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, telex, telegram, or facsimile to such Party.

3.7 Tax Deduction at Source

Tax deduction at source (TDS) shall be governed as per prevailing rules of Government of India or Government of Assam.

3.8 Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Guwahati and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

3.9 What is deemed to constitute breach of terms of RFP

It will be breach of terms of RFP on the part of the Consultant if the deliverables do not conform to the scope of works &/or time limits unless otherwise agreed by APDCL. Nevertheless, there is no breach of terms of RFP, if the situation is caused by circumstances related force majeure.

If such breach is brought to the notice by APDCL, the Consultant shall commence and complete the effort of curing the breach of terms of RFP without undue delay, by way of repair, redelivery or supplementary delivery, at no additional cost to the APDCL.

3.10 Remedies for breach of terms of RFP

Suspension of performance: In the event of breach of terms of RFP, APDCL may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the APDCL's claim resulting from the breach of contract.

Termination for breach: If there is a material breach of terms of RFP; APDCL may, after having given the Consultant a written notice and granting it a reasonable time limit for remedying the situation (i.e. not more than 30 days), terminate the Award for breach with immediate effect.

The APDCL may terminate all or part of the Agreement for breach with immediate effect if the deliverables are materially delayed. There is a material delay if delivery has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended time limit, if this expires later.

If the breach of contract is of such a nature that the APDCL gets little or no benefit from the services rendered, APDCL may, in connection with termination for breach, demand the repayment of consideration received by the Consultant so far.

3.11 Liquidated Damage

Liquidated damages in the case of delay: If the agreed delivery date or other time limit in respect of which the parties have stipulated liquidated damages in RFP, is not complied with, and this is not caused by force majeure or circumstances related to the APDCL, such delay on the part of the Consultant shall trigger liquidated damages (LD), the LD shall accumulate automatically. The liquidated damages amount to 2 percent of the total cost of deliverables (the contract price), excluding Taxes, for each week of delay, albeit limited to a maximum of 10 % (ten percent) & 5 weeks.

If only parts of the agreed deliverables are delayed, the Consultant may request a reduction in the liquidated damages proportional to the ability of the APDCL to utilise the part of the deliverables that has been delivered.

Damages: APDCL may claim damages in respect of any direct loss that can be reasonably attributed to delays, defects or other breaches of contract on the part of the Consultant, unless the Consultant demonstrates that the Consultant did not cause the breach of contract. Liquidated damages shall be deducted from any other damages in respect of the same delay.

Limitation of damages: No damages may be claimed in respect of indirect loss. Loss of data is classified as indirect loss; unless such loss is caused by data handling that is the responsibility of the Consultant under the Agreement.

Overall damages over the term of the RFP are limited to an amount corresponding to the price of deliverable, or an agreed estimate for the Assignment.

The said limitations shall not apply in the case of gross negligence or wilful misconduct on the part of the Consultant or anyone for whom it is responsible.

3.12 Extension of the time limit

Request for extension of time should be accompanied with suitable reasons, justifications and documentary evidence as required for approval of APDCL. Approval of extension of time may be subject to imposition of LD. If, so decided by APDCL.

4. Project Timelines:

4.1 Project Timeframe

Consultant shall submit a **Preliminary Report (PR)** with brief details of solar power projects that can be installed in the proposed location, evacuation system requirement with their possible location & estimated cost, **within 15 calendar days of issue of Letter of Award**. APDCL shall try to give their inputs/observations if any on PR within 5 working days & in next 5 working days consultant shall incorporate & submit the final PR, subsequent to which he will be required to give presentation to APDCL on the same. The Draft DPR along with engineering design/ drawings of the proposed solar power project shall be submitted by the Consultant to **APDCL by 25th Calendar day from issue of LoA**. After incorporating APDCL's comments, the Consultant shall complete the final DPR, Engineering design/drawings along with Power Point Presentation (based on the DPR) and submit to APDCL **within 30 calendar days from the issue of Letter of Award (LoA)**. Consultant shall also be required to give presentation to APDCL & Concerned authority of ADB, on details of the DPR. Soft copies of the presentation shall be submitted to APDCL along with DPR.

4.2 APDCL reserves the right to cancel the award of the any/all applicants at any time during the award if they are found not to be complying with any of the clauses mentioned in this RFP document or if the deliverables is found to be not as per the scope of work defined by APDCL. APDCL shall not be obliged to give any explanations for the cancellation of award.

4.3 Payment terms & schedule:

All the payment for the selected consultant shall be done after certification by APDCL with respect to specific mile stone achieved by the consultant. Consultant should raise a tax invoice along with other supporting document in an acceptable form. After verification of claim & compliance documents to the satisfaction of APDCL, APDCL will endeavour to release the payment within 30 working days after deducting TDS or any other deductions as the case may be.

Payment Schedule		Percentage payment of cost quoted against DPR preparation
Sl. No	Milestone Achieved	
1	Submission & acceptance of Preliminary Report (PR) & making presentation to APDCL on the PR	10%
2	Submission of Complete draft report of DPR	20%
3	Submission & acceptance of final DPR after addressing APDCL's observations (2 hard copies + editable soft copies	70%

Tax deduction at source (TDS) shall be governed as per prevailing rules of Government of India or Government of Assam

5. Eligibility Criteria, Evaluation & Award

An Indian or International Consultants with its operational offices in India and having experience as prescribed hereunder.

5.1 Eligibility Criteria

5.1.1 Consultant should be a Company registered in India and authorized to carry out consultancy / advisory services for Power Projects & Engineering Infrastructure works. International consulting companies registered overseas and having operational offices in India and authorised to carry out consultancy & advisory services for power projects & Engineering Infrastructure Projects in India will also be eligible.

5.1.2 The Applicant shall have a Minimum Average Annual Turnover of ₹ 50 Lakhs (average of past three financial years i.e. 2019-20, 2020-21, 2021-22). In case the bidding Company operating for less than 3 years since incorporation, the average annual turnover shall be ₹ 50 Lakhs, calculated based on number of years of operation. Applicant is required to submit a certificate from Statutory Auditor or practising Chartered Accountant (in original), as proof of Turnover. Applicants are required to submit annual accounts statements for the years considered as above.

5.1.3 Further, the bidding Company should have a positive net worth in the last financial year i.e. 2021-22. The Applicant is required to submit a certificate from Statutory Auditors or practising Chartered Accountant (**in original**), as proof of positive Net-worth.

5.1.4 **The participation of the firms as Joint Venture/Consortium is not allowed.**

5.1.5 The Applicant shall have valid GST registration certificate.

5.1.6 **The Applicant shall also meet the minimum stipulated technical eligibility criteria specified hereunder.**

- i. Should have prepared **at least 2 (two) number** of Detailed Project Report for Solar Power Plant of capacity ≥ 500 MW.
- ii. Should have executed **atleast 1(one) number** of project on Engineering Design for the Electrical, Civil, Mechanical & Plumbing infrastructure of Solar Power Project of area not less than 2500 Acres.
- iii. Detailed design/ design consultancy for substations evacuating power through ≥ 500 MVA Transformation capacity or Detailed design/ design consultancy for power transmission at ≥ 132 kV & above voltage class for **atleast 1(one) number of project**.

5.2 Evaluation Matrix

Eligibility Matrix with respect to relevant experience of the consultant			
Sl. No	Nature of Assignment	Relevant Experience	
1	Preparation of DPR for Solar Power Plant	Number of DPRs prepared for projects size ≥ 500 MW	Maximum Mark
		Nos. of DPRs prepared >3 nos. 10 mark each	50
2	Engineering Assignment	Engineering Design for the Electrical, Civil, Mechanical & Plumbing infrastructure of Solar Park of area not less than 2500 Acres	
		<ul style="list-style-type: none"> • Executed Engineering Design for Solar Power Project (of at least 2500 Acres) > 1Nos. 20 mark each 	100
3	Power System Design	Detailed designing / design consultancy of substation for evacuating power through ≥ 500 MVA transformation capacity or Detailed designing / design consultancy for Power transmissions at ≥ 132 kV lines and above voltage class	
		Nos. of completed projects >1Nos..... 20 mark each	100
4	Consultant needs to give a write-up on his understanding of the project, relevant experience of the Bidding Company & methodology proposed by him in order to execute the project		50
Maximum cumulative Marks			300
Minimum Qualification mark			150

Note:

1. The bidder should submit requisite documents i.e., work completion certificate from client along with a copy of respective work order/ purchase order/ letter of award in support of experience as prescribed under eligibility criteria 5.1 & mentioned in **Annexure: C**.
2. Applicant need to score a total of **minimum qualifying marks against individual "Nature of Assignment"** as specified above along with a cumulative marks for eligibility as specified in Evaluation Matrix, for becoming eligible to be considered for further stages of evaluation.

5.3 Evaluation Process

APDCL shall evaluate the Applications against the eligibility criteria specified in Clause 5.1 & 5.2 of this RFP document.

Any information contained in the Application shall not in any way be construed as binding on the APDCL, its agents, successors or assigns, but shall be binding against the Applicant if it is subsequently awarded on the basis of such information.

APDCL reserves the right not to proceed with the Award of Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons

If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, APDCL may, in its sole discretion, may consider the BID as Non-responsive.

5.4 Award of work:

APDCL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Financial BID, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

5.4.1 Brief description of the Award of Work

APDCL shall carry out evaluation of bids based on the eligibility Criteria and the evaluation Matrix given in the RFP document.

APDCL shall evaluate the response on the basis of Eligibility Criteria mentioned in the RFP & price BIDs of qualified bidders only shall be considered. **Bidder with lowest evaluated financial bid will be considered for award of work.**

Covering Letter
(To be submitted by the party on the Company's Letter Head)

To,
The Chief General Manager (NRE)
Assam Power Distribution Company Limited
6th Floor, Bijulee Bhawan, Paltanbazar, Guwahati-1

(Agency to Provide Date and reference)

Dear Sir,

Sub: REQUEST FOR PROPOSAL (RFP) OF CONSULTANT FOR AWARD FOR THE WORK OF DPR PREPARATION, FOR 1000 MW SOLAR POWER PROJECT IN ASSAM

We, the undersigned, express our interest for the subject RFP and declare the following:

- (a) We are duly authorized to represent and act on behalf of _____ (name of the Bidding Company).
- (b) We have examined and have no reservations to the RFP document including Amendment No(s) & Clarification No(s) _____ (if any).
- (c) With reference to your invitation for RFP NO.dated_____/_____/_____, we are furnishing herewith all the required details as per the prescribed formats.
- (d) APDCL and /or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarifications from our bankers and clients. This letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by APDCL.
- (e) APDCL and /or its authorized representatives may contact the following nodal persons for further information on any aspects of the application:

Contact Person			
Name & Designation	Address for communication	Telephone / Mobile No	Valid email ID

- (f) This application is made in the full understanding that:
 1. Through this RFP, APDCL intends to Award of work, the interested Consultancy firms for the work of DPR Preparation, who have experience in executing the contracts of similar nature.
 2. RFP process will be subject to verification of all information submitted at the discretion of APDCL.
 3. APDCL reserves the right to reject or accept any or all applications, cancel the RFP process without any obligation to inform the Agency about the grounds of same.
- (g) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct best of my knowledge & belief.
- (h) Have not put any condition with respect to terms of the RFP and have not sought any deviation.

Name:

In the Capacity of:
Signed

Duly authorized to sign the application for and on behalf of:

Date:

Company Seal: _____

(To be submitted by the party on the Company's Letter Head)

Company Profile and Organization Structure

Name of the Company:

Registered Address:

Contact Person & Designation:

Postal address for communication:

Telephone No.:

Fax No.:

Mobile No.:

E-mail address:

Documents regarding Organization Structure (Organization Chart) and Ownership including Certificate of Incorporation and Memorandum of Association are enclosed.

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

(To be submitted by the party on the Company's Letter Head)

Details of document with respect to eligibility criteria**1. Details of Financial Capability**

Sl. No	Financial Year	Turnover (Rs. Lakh)
1	2019 -20	
2	2020 - 21	
3	2021 – 22	

We have enclosed Turn over certificate (excluding the auditor's report) of the firm duly signed by Chartered Account.

The bidder should submit the Turn over certificate (Excluding the auditor's report) of the individual firm duly signed by a C.A

2. Net worth Details:

Net Worth shall be calculated along the following lines:

Net Worth = Paid-up Share Capital, Add: Free Reserves, Subtract: Revaluation Reserves,
Subtract: Intangible Assets, Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses

Paid-up Share Capital will include:

1. Paid-up equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures.

b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalent

*** We have enclosed the Net worth Certificate of the firm duly signed by Chartered Account.**

*** We have enclosed Audited Annual Reports/Balance Sheets and Profit & Loss account duly certified by Chartered Accountant.**

3. Details of Projects Undertaken in reference to Qualifying Requirement:

Sl. No	Project Location, Capacity/Size, Name of client, PO/WO/Ref No	Date of Award	Date of Commissioning/ Completion	Scope of Work	Page No	Remarks
1						
2						
3						
4						

Name: _____

Designation: _____

Company Seal: _____

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)
Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of(designation) 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 for award in response to the RFP (NIT No. issued by Assam Power Distribution Company Limited, Guwahati-1 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 the APDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the APDCL and providing information / responses to APDCL, Guwahati representing us in all matters before APDCL, Guwahati and generally dealing with APDCL, Guwahati in all matters in connection with BID till the completion of the bidding process as per the terms of the above mentioned RFP.

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 RFP.

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
(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

Format for Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as “selected consultant”) submitting the response to RFP inter alia for selection of the consultant for preparation of DPR at[Insert name of the site location], in response to the RFP dated issued by Assam Power Distribution Company Limited (hereinafter referred to as APDCL) and APDCL considering such response to the RFP of[insert the name of the selected consultant] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the consultant and issuing Letter of Award No -- -----(Insert LoA No.) to (Insert Name of selected consultant) as per terms of RFP and the same having been accepted by the selected consultant. As per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to APDCL at [Insert Name of the Place from the address of the APDCL] forthwith on demand in writing from APDCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected consultant]

This guarantee shall be valid and binding on this Bank up to and including..... (Insert the validity date) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ only).

i) Nos ----- dated ----, Value -----;

Our Guarantee shall remain in force until..... APDCL shall be entitled to invoke this Guarantee till (30 days from the date specified above).

The Guarantor Bank hereby agrees and acknowledges that APDCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by APDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to APDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Selected Consultant] and/or any other person. The Guarantor Bank shall not require APDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APDCL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly APDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected consultant, to make any claim against or any demand on the selected consultant or to give any notice to the selected consultant or to enforce any security held by APDCL or to exercise, levy or enforce any distress, diligence or other process against the selected consultant .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if APDCL serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____
For
_____ [Insert Name of the Bank] ____
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Witness:

1.
Signature
Name and Address

2.
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any Scheduled Bank.

Table of Contents

1. EXECUTIVE SUMMARY
2. Sector Overview (Global & India)
3. Institutional Framework
4. Proposed Solar Power Plant (Justifications & its Benefits)
5. Site Profile
6. Solar PV Technology & Market Evaluation
7. Solar Resource Assessments
8. Energy Yield Estimation
9. Environment & Social Impact Assessment
10. Solar Power Plant- Concept Plan
11. Solar Power Plant- Civil Infrastructure Plan (inside the project boundary & outside the project boundary)
12. Solar Power Plant - Electrical Infrastructure Plan (inside the project boundary & outside the project boundary)
13. Detailed Evacuation Plan alongwith transmission line and substations etc.
14. Electrical & Civil Design Basis Report
15. Project Cost Estimation
16. Economic & Financial Analysis
17. Phasing & Implementation Schedule
18. Implementation Framework Structure
19. Permit & Clearance
20. Contracting Approach and Methodology (turnkey Vs Package wise etc.)
21. Cost Analysis between PPP and EPC mode
22. Operations & Maintenance Plan
23. Risk Assessment & Mitigation Measures
24. Review of Environmental Issues
25. Social & Local issues
26. Conclusion & Recommendations
27. Annexure-I: Project Layout
28. Annexure-II: Single Line Diagram
29. Annexure-III: Power Evacuation Diagram inside the project boundary & outside the project boundary
30. Annexure-IV: Contour Map of complete site
31. Annexure-V: Good for Construction Drawings for Civil, Electrical, Mechanical and Plumbing Infrastructure for Solar Power Plant
32. Annexure-VI: Financial / Business Model
33. Annexure – VII: Detailed Bill of Quantity, Specifications, estimates for enabling APDCL to carry out bidding for finalization of EPC contracts for various major component of solar power project viz. Civil, Electrical, IT, Mechanical & Plumbing etc.
34. Annexure – VIII: Standard RFP document including EPC agreement for selection of EPC Contractor
35. Annexure – IX: Load flow Analysis and other requisite documents for approval from the competent authority as per norms.

Consultant shall also add any information not mentioned hereinabove but seems relevant with respect to development of the proposed project