

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

REQUEST FOR PROPOSAL

NIT No APDCL/CGM(NRE)/NRE-89/2022-23/65

Dated: 26/09/2022

The Chief General Manager (PP&D), APDCL invites bids from the eligible Bidders/ Firms/Agencies to participate in the Tender for **“SELECTION OF AGENCY TO CARRY OUT AERIAL TOPOGRAPHY SURVEY USING DRONE BASED TECHNOLOGY AT THE FOLLOWING PROJECT LOCATIONS IN THE STATE OF ASSAM FOR SETTING UP OF MW SCALE SOLAR POWER PLANT”**.

Sl. No	Project Location	District	Approx. Areas (Bigha)	Approx. Areas (Sq.m)
1	Khudigaon, Pt. II, Bilasipara, Dhubri.	Dhubri	1000	1338000
2	Village: Klurdung N.C; Circle: Langfer, Karbi Anglong	Karbi – Anglong	10000	13380000
3	Village: Langkaijan; Circle: Jamunapar; Karbi Anglong	Karbi – Anglong	10000	13380000
4	Lahorijan N.C. in Borjan Mouza under Diphu Revenue Circle, Diphu, karbi anglong	Karbi – Anglong	5000	6690000
5	Tengani in Golaghat District.	Golaghat	2000	2676000
		Total	28000	37464000

The RFP document can be downloaded from APDCL official website www.apdcl.org and also from <https://assamtenders.gov.in>. Download of RFP document is free of cost. However, bidders must deposit online non-refundable tender processing fee of **Rs. 5,00.00 (Rupees Five Hundred) only** (inclusive of GST) at the time of online submission of tenders in <https://assamtenders.gov.in>.

The Earnest Money Deposit (EMD) for the work is **Rs. 1, 00,000.00 (Rupees One Lakh) only**. EMD shall be deposited through online mode only at the time of submission of proposal in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

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

Key Dates:

Date of Publication	26/09/2022	
Bid Document Download Start Date & Time:	26/09/2022	16:00 Hrs.
Bid Submission start Date & Time	26/09/2022	17:00 Hrs.
Last date for submitting the queries to CGM (NRE), APDCL at gmnre.apdcl@gmail.com	30/09/2022	10:00 Hrs.
Last date & Time for Online Submission of bids and physical submission of offline document:	06/10/2022	15:00 Hrs.
Bid opening (Techno – Commercial) date & time:	07/10/2022	15:00 Hrs.

The Company reserves the right to accept or reject any tender in part or in full or cancel/withdraw the Notice Inviting Tender without assigning any reason thereof whatsoever and in such case, no bidders/intending bidders shall have any claim arising out of such action.

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

-Sd/-

Chief General Manager (NRE), APDCL

Tender Disclaimer

This RFP is not an agreement. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Utility accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

APDCL or any of its employees, contractors 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 RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

APDCL or any of its employees, contractors 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 RFP.

The Utility 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 RFP.

The issue of this RFP does not imply that APDCL is bound to select a Bidder to carry out the Drone survey 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.

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, 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.

TABLE OF CONTENTS

Section	Particulars	Page No
I	Invitation for Bid (IFB)	
II	Instruction to Bidders (ITB)	
III	Qualifying Requirements and Document Checklist	
IV	Terms of Reference (TOR)	
V	General Conditions of Contract (GCC)	
VI	Technical and Financial Proposal – Standard Formats	
VII	Forms of Bid Annexure-1: Format for sending query to APDCL Annexure-2: Proforma of Bank Guarantee for Contract Performance Annexure-3: Proforma of Extension of Bank Guarantee Annexure-4: Proforma of Contract Agreement	

SECTION – I
INVITATION FOR BIDS (IFB)

1. Introduction

1.1. Background

- Assam Power Distribution Company Limited (APDCL) is the successor power distribution utility of erstwhile ASEB. The utility undertakes the distribution, trading and supply of electricity in the state of Assam or outside it 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. APDCL has also implemented 100 MW aggregate capacity of Ground Mounted Grid interactive Solar Photo Voltaic (SPV) Plants in different regions across the State of Assam under Build, Own, Operate (BOO) mode. Now, APDCL is planning to implement MW Scale Solar Power Projects in Assam on Engineering Procurement & Construction (EPC) mode using unused Govt. as well as other free land/water bodies across the State to make a markable contribution towards the renewable energy generation goals of the nation.
- The bidder should be reputed, experienced and financially sound having experience as an Ariel Topography Survey Service Provider/Agency. Detailed requirements are specified in the eligibility criteria mentioned in this document.
- The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

1.2. CONTRACTOR'S SCOPE OF WORK

Solar Energy has the potential of lowering the State's expenditure on energy, strengthening its energy security, and reducing its reliance on unsustainable fossil fuels. To attain this potential, rapid and significant capacity addition in solar power generation is needed. Setting up of MW scale Solar Power Plants across the State of Assam will act as a catalyst to drive the State's vision to lead in the Renewable Energy Generation front in the country.

APDCL is thereby planning to implement MW Scale Solar Power Projects in Assam on Engineering Procurement & Construction (EPC) mode using unused Govt. as well as other free land/water bodies across the State of Assam. APDCL has already identified the lands to be used for these projects and thereby plans to do a survey before installation to check the complete feasibility of the locations identified.

Drones can be used to survey the entire area. Drones can be used to survey the entire area and based on the date necessary steps will be initiated for installation of MW generation solar PV power projects in that areas. If using photogrammetric imaging, the drone will take a number of photos from above and derive 3D data from that. If using LiDAR imaging, the drone will use a laser to create highly accurate 3D plots that can be used for simulations.

When surveys are completed, 3D simulations can also be made. Objective of the aerial survey (using drone) / contour & topographical survey/mapping/ aerial photogrammetry is to map the contours of the ground and ascertain the topographical attributes of land parcels identified for setting up of MW scale solar power plants.

The main deliverables of the Ariel Topography Survey shall be:

- i. Deployment of drone/UAV with necessary survey tools, equipment/instruments for automated data collection, capture high resolution images/ videos. The work will involve carrying out detailed engineering topographic survey and contour using drones/ UAVs and prepare plans (maps) on suitable scales, capturing all physical features like roads, trees, electric lines/ poles, water lines (visible on ground), storm water drains, wells, rivulets, dune sand areas, localized rock outcrops, nullahs/ canals, grazing/ pasture grounds, concrete structures, human settlements, etc if any.
- ii. Supply of hardware & software required for processing the gathered data in a scientific way to generate the reports in standard forms & formats, prepare 2D maps & 3D models.
- iii. Engagement of qualified and experienced survey personnel/ manpower in sufficient numbers to carry out this job in the designated areas in stipulated timeline

- iv. Follow/ adopt applicable Indian and International practices/ regulations/ standards & codes to deliver best results
- v. The Drawings shall be prepared by experienced draughtsman/ personnel with experience in PPK (post processed kinematic)/RTK (real time kinematic) data processing, using suitable software like Auto CAD, DJI PPK software etc
- vi. The survey report recommendations shall be prepared and certified by qualified engineer
- vii. All data should be primary data. No secondary data shall be accepted.

1.3. DETAILED SCOPE OF WORK

A. Phase – I: Drone Service

- 1) **High resolution 2D Map of the whole area:** A photogrammetrically ortho-rectified and digitally stitched mosaic of images should be shared in .tiff format and CAD compatible ECW format. A detailed, accurate photo representation of the AOI should be created out of many photos that have been stitched together and geometrically corrected ("ortho-rectified") so that it is as accurate as a map.
- 2) **Topographical drawing in .dwg format:** Drawings should show the main physical features on the ground, such as fences, roads, rivers, lakes, and forests, as well as the changes in elevation between landforms such as valleys and hills. Location and boundaries of the site should be clearly visible on the processed data
- 3) **Land use Land Plan Drawing:** Geo-spatial data collected using the UAV including basic geo-information imagery for mapping and documenting land use, topographical names, boundaries, transportation and utilities, settlements, and public facilities. This data was used to gain understanding of the mine tract level land resources for the planning purposes. The digitized assets and surroundings of the location to have a full knowledge of the asset location and ownership and encroachment. The maps/ plans will be delivered in the .dwg format
- 4) **Access to Cloud Platform:** Cloud based analytics platform must have actionable aerial intelligence to reduce time and costs, improve safety and make faster decisions in the survey and mapping, that transforms traditional method by delivering real-time data-driven insights to decision-makers. Platform would enable the user to have a repository of the data and perform various functions such as annotation marking, zooming in, zooming out, applying filters, comments etc. Users can generate customized reports in .pdf as well as .xlsx format. **Cloud platform have following features:**
 - Role based access of the project
 - Output of survey and mapping can be analyze through platform
 - Online reporting preparation (PDF/Excel sheet)
 - Download and share reports
 - Video/image-based analytics like zoom, image capture and reporting
 - Platform should be complete cloud based digital repository to keep the historical data
 - Automated process & workflow
 - Defining flight path
 - Survey and Mapping / Planning / GIS functionalities
 - Progress Monitoring
- 5) **Final Deliverables:**
 - i. **High resolution Orthomosaic:** A photogrammetrically geo rectified and digitally stitched mosaic of images where the geometric distortion has been corrected and the imagery has been colour balanced to produce a seamless mosaic dataset
 - ii. **3D point cloud:** Derived data calculated by matching several photographs (in the case of photogrammetry survey) to correspond it to a surface point on the surveyed object
 - iii. **DTM:** A DTM is digital representation of the bare earth surface without any height information of structures above the ground (trees, high rise buildings, poles, towers etc.)(**1m x 1m grid in DWG format**)
 - iv. **Spot height:** A spot height is an exact point on a map with an elevation recorded beside it that represents its height above a given datum
 - v. **Contour (required interval):** In cartography, a contour line (often just called a "contour") joins points of equal elevation (height) above a given level. It helps illustrate, for example a topographic map, which thus shows valleys and hills, and the steepness or gentleness of

slopes.(In DWG format)

- vi. **Topographical drawing:** Drawings which show the main physical features on the ground, such as buildings, fences, roads, rivers, lakes and forests, as well as the changes in elevation between landforms such as valleys and hills. (DWG format)

Other deliverables include:

1. Layout in PDF format
2. Aerial video of the complete site
3. Final Deliverables:

Data Type	Formats
Standard Drone Outputs	
Orthomosaic	.tif (Geotiff)
Contours	.shp, .dxf, .str
DSM/ DTM	.tif (Geotiff), .str
Drawing	.dwg
Aerial video of the AOI	.mp4
Report	Pdf/excel

B. Phase – II: Shadow and Watershed Analysis

Shading analysis is a very crucial step in finalizing panel locations in distributed Photo Voltaic (PV) solar installation. Any kind of shading is detrimental to the performance of the entire solar PV plant. Solar panels are mostly arranged in strings to meet voltage requirements. A shade in one panel not only reduces the efficiency of that panel but cuts short supply from entire string.

A shadow falling on a panel blocks the flow of solar energy and eventually, the panel gets damaged through heating. The efficiency of a panel at any time reduces in direct proportion to the area of the shadowed part of the panel. Sometimes even panels not in shadow zone get heated as they try to compensate for the power loss. Most often the damaged panels are not covered under warranty, adding to the operations cost of the plant.

Shade created by movable objects such as trees and similar objects can be avoided by removing them to create a shade-free area. However, in the case of immovable objects such as fixed structures, we need to leave surrounding areas falling in the shadow zone.

The bidder shall carry out shadow analysis covering entire land parcels across 365 days of the year by using 3D Modelling with shading simulator tool.

Watershed Analysis:

A watershed is the area of land where all the water that falls in it and drains off it goes into the same place or common outlet. A watershed is also defined by topographic divides between two or more adjacent catchment basins, such as a ridge or a crest.

Watershed analysis refers to the process of using DEM and raster data operations to delineate watersheds and to derive features such as streams, stream network, catchment areas, basin etc. This will be completed by GIS spatial Analysis.

Final Deliverables will be:

Data Type	Formats
Orthomosaic	.tiff
Drawing	.dwg
Report	Pdf/excel

C. Work of Drone and DGPS:

The following steps should be followed for the drone survey:

- i) **Ground Control Point establishment:** Marking of TBMs/GCPs with DGPS (reference benchmark approved by the engineer-in-charge) at sites under survey by parallel levelling, establishing, and constructing benchmark, grid and reference in the field, and determining the coordinates of all the boundary corner stones, lengths of boundaries, including angles and area of the plot.

GCP establishment: A GCP is any point whose coordinates are known in relation to object-space reference coordinates in the spatial coordinate system. On the ground, such points are marked in a manner to make them visible in aerial photographs. GCPs are a prerequisite for proper placement and orientation of aerial photographs when evolving geo referenced and 3D models like Orthomosaic, point cloud, DTM, DSM etc.

DGPS Deployment: DGPS or differential global positioning system is used to extract RTK/static points on existing physical structures. These points are helpful to arrive at latitude, longitude and elevation values or x, y and z coordinates. These points are very valuable during data processing for enhanced accuracy. In the absence of these DGPS-derived data points, an error factor ranging from 1 to 5 meters is seen. With these points in place, one can acquire high accuracy data with minimum tolerances for measurement errors or tolerances

- ii) **Data Acquisition:** Conduct aerial surveys using flight planning applications and capture good resolution/overlapped geotagged images.

Flight /Mission Planning: This is a flight navigation map which comprises waypoints (wherein the GCPs also act as key waypoints). It helps the drone chart a specific route at a given altitude, take the appropriate turns, hover wherever required and defines the front and side overlaps, yaw, pitch, roll and tilt tolerances. The most popular flight or mission is a grid mission. Similarly, there can be circular, spiral or other mission types based on the specific data acquisition needs of the customer.

- iii) **Data Processing:** Process the data using existing GCPs' and prepare high definition 2D/3D maps.

The raw data thus acquired is processed using high configuration machines deploying multi-core multi-thread image processors. Photogrammetry software are central to such data processing. Processing involves overlaying the ground control points grid with the sequential arrangement of geo-tagged images to evolve an Orthomosaic of the entire survey area or even evolve a 3D point cloud. An Orthomosaic is a digitally stitched mosaic of hundreds or thousands of individual photos of different parts of the survey area. When merged without any errors, the Orthomosaic presents a single image file of the entire survey area

- iv) **Topographical Drawing Preparation:** Import the processed data in a CAD software and evolve a detailed topographical drawing and other relevant outputs.

1.4. About this RFP: -

This RFP is issued by APDCL for selection of a firm/company rendering the service of “to carry out Aerial topography survey using Drone based technology and collection, reporting of data using high-resolution imaging and suitable technology”

This RFP is structured into the following sections: -

- ❖ Section I: Invitation for Bids (IFB)
- ❖ Section II: Instruction to Bidders (ITB)
- ❖ Section III: Eligibility Criteria and Document Checklist
- ❖ Section IV: Terms of Reference (ToR)
- ❖ Section V: General Conditions of Contract (GCC)
- ❖ Section VI: Standard Forms for Technical and Financial Proposal
- ❖ Section VII: Forms of Bid

ASSAM POWER DISTRIBUTION COMPANY LTD.
O/o the CGM (NRE), Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati-01
NIT No APDCL/CGM(NRE)/NRE-89/2022-23/65 Dated: 26/09/2022

IMPORTANT INFORMATION

SL No.	Event	Information to the Bidders	
1	Date of Publication	26/09/2022	
2	Bid Document Download Start date & time	26/09/2022	16:00 Hrs.
3	Bid submission start date & time	26/09/2022	17:00 Hrs.
4	Last date & time for queries/ seeking clarification	30/09/2022	10:00 Hrs.
5	Last date & time of submission of Tender	06/10/2022	15:00 Hrs.
6	Date & time of opening of Technical bid	07/10/2022	15:00 Hrs.
7	Date & time of opening of Financial bid	To be intimated later	
8	Tender Document	The complete Tender Documents can be downloaded free of cost from the APDCL's website www.apdcl.org , as well as E-tendering portal of GoA, www.assamtenders.gov.in	
9	Minimum Average Annual Turnover (MAAT)	Rs. 13.45 Lakh. (Rupees Thirteen Lakhs Fourty Five Thousand only) for last 3(three) financial years (FY 2020-21, 2021-22 and 2022-23). The projected turnover for the FY 2022-23 will also be accepted based on work order submitted by the bidder	
10	Tender Processing Fees	Rs. 500.00/- (Rupees Five Hundred only). The Bidder must deposit non-refundable tender processing fees for the aforesaid amount through online mode at the time of submission of the E-tender. For further details regarding online payment of the tender processing fees, the online published tender documents may be referred.	
11	Bid Security/EMD	Rs. 1,00,000.00/- (Rupees One Lakh only) The EMD must be submitted through online mode at the time of submission of the E-tender. Any tender without EMD will be rejected outright. For further details regarding online payment of the EMD, the online published tender documents may be referred.	
12	Address & contact details for future correspondences in this regard	O/o the Chief General Manager (NRE), APDCL Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati-781001. Email ID: gmnre.apdcl@gmail.com	

- 1. Tender Processing fees & EMD:** As delineated above. The tender processing fees and EMD shall be deposited through online mode as per the provision explained above.
- 2. Bid Validity:** The bid shall remain valid for a period of **90 days** from the date of submission of proposal. However, in exceptional circumstance, APDCL may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by E-mail.
3. The completion period for the Contract shall be the period as specified in Section V: GCC Sub-Clause 3.1.
4. The bidding will be conducted through the open competitive bidding procedures as per the provisions specified in the Bid. A Single Stage Two Envelope E-tendering Procedure to be adopted to carry out the tendering formalities against this tender in pursuant to Clause No. 4.1 under Section: ITB.
5. Bids must be submitted electronically through E-tender portal www.assamtenders.gov.in in two parts as Techno Commercial bid and Price bid. The mode of bid submission is online only.
6. The Eligibility Criteria for participation are specified in the **Section III: "Qualifying Requirements & Document Checklist"** of this RFP document.
7. The Consulting firm shall be selected incorporating the **Quality and Cost based Selection (QCBS) method**.
8. The issue of this RFP does not imply that APDCL is bound to select a Bidder for the Project. APDCL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

----- End of Section-I (IFB) -----

SECTION – II
INSTRUCTION TO BIDDERS
(ITB)

Table of Contents

1. Introduction	
1.1. General Instructions -----	11
1.2. General terms for Bidding -----	11
1.3. Conflict of Interest -----	12
1.4. Code of Integrity -----	12
1.5. Eligibility of Bidder -----	13
1.6. Cost of Bidding -----	13
1.7. Payment of fees by Bidders -----	13
1.8. Bidders to inform itself fully -----	14
1.9. Study of existing project location -----	14
2. The RFP Document	
2.1. Contents of the RFP Document-----	14
2.2. Clarifications on RFP Document -----	14
2.3. Bid Query -----	15
2.4. Amendments to RFP Documents-----	15
3. Preparation of Proposal	
3.1. General Considerations -----	15
3.2. Language of Proposal -----	15
3.3. Documents comprising the Proposal-----	16
3.4. Technical Proposal Format & Content -----	16
3.5. Financial Proposal Format & Content -----	16
3.6. Bid Forms-----	16
3.7. Bid Prices-----	16
3.8. Bid Currencies-----	16
3.9. Bid Security/Earnest Money Deposit (EMD)-----	16
3.10. Validity of the Bid-----	17
4. Submission of Proposal	
4.1. Method for submission of Bid-----	17
4.2. Deadline for submission of Bids-----	17
4.3. Late Bids-----	17
4.4. Modification and withdrawal of Bids-----	18
5. Bid Opening and Evaluation	
5.1. Opening of Techno-Commercial Proposal-----	18
5.2. Confidentiality-----	18
5.3. Clarification on Bids-----	18
5.4. Responsiveness of Technical Bid-----	18
5.5. Non-conformities, Errors and Omissions-----	19
5.6. Evaluation of Techno-Commercial Part-----	19
5.7. Opening of Financial Bid-----	19
5.8. Evaluation of Financial Bid-----	20
5.9. Overall Techno-Commercial Evaluation-----	20
5.10. Purchase/Domestic preference-----	20
5.11. Employers' Right to Accept any bid, and Reject any or All bids-----	20
6. Negotiation and award of Contract	
6.1. Negotiations -----	20
6.2. Notification on Award-----	21
6.3. Performance Security-----	21
6.4. Signing the Contract Agreement-----	21
6.5. Fraudulent Practices and Corruption-----	21

1. INTRODUCTION

1.1 General Instructions

- 1.1.1 All Bidders shall comply with the dates and amounts indicated in “Section I: Invitation for Bid (IFB)” of the RFP.
- 1.1.2 All Bidders must be required to meet the Eligibility Criteria stipulated in Clause 1.5 under this Section of the RFP.
- 1.1.3 The Bidders shall comply with and agree to all the provisions of this existing Section of the RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding APDCL systems, bid formats, bid submission and other considerations.
- 1.1.4 The Bidders shall be evaluated based on the norms and procedures laid out in Section IV: Terms of Reference of this RFP.
- 1.1.5 The Bidders shall be required to undertake and bid for the scope of work for the Project indicated in Section IV of this RFP.
- 1.1.6 The Bidders shall comply with various terms and conditions provided in this RFP including but not limited to those provided in Section V of this RFP.
- 1.1.7 The Bidders are expected to examine all instructions, forms, terms, and specifications in the RFP. Failure to furnish all information or documentation required by the RFP may result in rejection of the Bid.

1.2 General Terms for Bidding

- 1.2.1 The Bidders who wish to participate in online tenders will have to procure/shall have legally valid digital certificate as per Information Technology Act'2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.
- 1.2.2 All bids must be digitally signed.
- 1.2.3 Proposals submitted by the Bidders and all correspondence and documents relating to the Proposal exchanged by the Bidder and APDCL and its associates shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 1.2.4 If for any reason the Bid of any selected bidder is rejected or Letter of Intent issued to such selected bidder is rescinded, APDCL is empowered to take decisions for any of the following:
 - i) Consider the next Highest Ranked Bidder as evaluated using QCBS method; or
 - ii) Annul the entire bid process; or
 - iii) Take any such measure as may be deemed fit in the sole discretion of APDCL, as applicable.Decision of APDCL will be final and binding on all
- 1.2.5 The proposals submitted by the Bidders before the Bid Submission Deadline, shall become the property of the APDCL and shall not be returned to the Bidders.
- 1.2.6 APDCL may, at its sole discretion, ask for additional information/document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by APDCL.
- 1.2.7 APDCL may verify Bidder's technical and financial data by checking with Bidder's owners/ lenders/ bankers/ financing institutions/ any other person, as necessary.
- 1.2.8 The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Tender Inviting Authority (TIA) for this RFP immediately. If no intimation is received from any Bidders on or before the date and time as notified in the Section I, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- 1.2.9 The RFP includes statements, which reflect the various assumptions arrived at by APDCL in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in

making their own assessments. The RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP and obtain independent advice from appropriate sources.

1.2.10 All bank related documents must be submitted only from a Scheduled Bank as notified by the Reserve Bank of India (RBI).

1.3 Conflict of Interest

1.3.1 Conflict of Interest for a Procuring Entity or its personnel and contractors is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1.3.2 All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they

- i) Have controlling share holders in common; or
- ii) Receive or have received any direct or indirect subsidy from any of them; or
- iii) Have the same legal representative for purposes of a bid; or
- iv) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder or influence the decisions of the Employer regarding the bidding process.

1.4 Code of Integrity

1.4.1 The Owner and all officers or employees of the Owner, whether involved in the procurement process or otherwise, or Contractors and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

1.4.2 The Owner and the Contractors shall uphold the code of integrity which prohibits the employees of an owner or a person participating in a procurement process from the following:

- i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii) any obstruction of any investigation or audit of a procurement process;
- viii) making false declaration or providing false information for participation in –
 - tender process or to secure a contract;
 - disclosure of Conflict of Interest;
 - disclosure by the Contractor of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity

- 1.4.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Owner after giving a reasonable opportunity of being heard, may take appropriate measures including –
- i) exclusion of the bidder from the procurement process;
 - ii) calling off of pre-contract negotiations;
 - iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Owner;
 - iv) debarment of the bidder from participation in future procurements of any Procuring Entity for a period not exceeding 3(three) years.

1.5 Eligibility of Bidder

- 1.5.1 The RFP issued by APDCL is open to all bidders (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.
- 1.5.2 The bidder shall not have a Conflict of Interest as prescribed in the clause no. 1.3 of the existing section, which may materially affect fair competition.
- 1.5.3 The Bidder must not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 1.5.4 **The participation of the firms as Joint Venture/Consortium is not allowed.**
- 1.5.5 In addition, any bidder participating in the procurement process shall:
- i) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
 - ii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

1.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its' bid including post-bid discussions, technical and other presentations etc., and the APDCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.7 Payment of Fees by Bidders

- 1.7.1 Tender processing fees and EMD shall be paid online during submission of bid via <https://www.assamtenders.gov.in>
- 1.7.2 Any Bid **not** accompanied by a substantially responsive EMD shall be rejected by APDCL as non-responsive.
- 1.7.3 The cost of all stamp duties payable for executing the RFPs or Project shall be borne by the bidder.
- 1.7.4 No interest shall be paid to the Bidder on any amount submitted to APDCL, whether to be returned or not.
- 1.7.5 Deposition of Fees by the bidders as tender processing fees or EMD may be subject to any procedural changes in the bidding portal. In case of any such developments, the same will be communicated by APDCL in the bidding portal as well as APDCL website.

1.8 Bidders to inform itself fully

- 1.8.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP nor shall be entitled to any extension of time for commencement of assignment or financial compensation for any reason whatsoever.
- 1.8.2 The Bidders shall particularly acquaint themselves with the scope of work, topography of the project location, deliverables, understanding of project requirement, operations, assets, equipment, statutory codes and standards.

1.9 Study of existing project location

- 1.9.1 APDCL shall, if required, share certain information for the benefit of the prospective Bidders. The intention of sharing the data by APDCL is to share information about the project location that only to provide a clear perspective idea about the Scope of Work.
- 1.9.2 The intending bidders are requested to physically survey/inspect the location or route and get themselves understood the scope of work by having discussion with the concerned field officials in order to reduce post Contract award contingencies. The requirement of any additional work/quantity for fulfilling the scope of work under the project but inadvertently left out in the BOQ may be intimated in within 3 days from the date of issuance of RFP. The cost of visiting the site shall be at the bidder's own expense.
- 1.9.3 The Bidder and any of its personnel or agents will be granted permission by APDCL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify APDCL and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of/or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 1.9.4 Bidders shall never publish /quote information gathered in this process, either in full or part. APDCL is entitled to claim compensation from any defaulting bidders.

2. THE RFP DOCUMENT

2.1 Contents of the RFP Document

- 2.1.1 The RFP Document includes the following Sections, which shall be read in conjunction with any amendment issued in accordance with sub-clause 2.4 of this section.
- Section I: Invitation for Bid(IFB)
 - Section II: Instruction to Bidders(ITB)
 - Section III: Qualifying Requirements and Document Checklist
 - Section IV: Terms of Reference (ToR)
 - Section V: General Conditions of Contract (GCC)
 - Section VI: Technical Proposal & Financial Proposals - Standard Formats
 - Section VIII: Forms of Bid

2.2 Clarifications on RFP

- 2.2.1 The Bidders may seek clarifications on this bid in writing as per the prescribed format (Annexure-1 of Section: VII) through email to reach APDCL **on or before the date mentioned in NIT**. The Email shall be sent to gmre.apdcl@gmail.com.
- 2.2.2 APDCL shall not be obliged to respond to any request for clarification received later than the above period.

- 2.2.3 APDCL may issue clarification only, at its sole discretion, which is considered reasonable by it.
- 2.2.4 Any such clarifications issued will be made available in the official website of APDCL www.apdcl.org and www.assamtenders.gov.in
- 2.2.5 Verbal clarification and information given by Employer or his employee(s) or his representative(s) shall not in any way be binding on Employer.
- 2.2.6 APDCL is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

2.3 Bid Query

- 2.3.1 In order to provide response to any doubt regarding RFP Documents or to clarify any issue arising out of it, the bidder may submit their query to gmnre.apdcl@gmail.com on or before the date mentioned in the NIT.

2.4 Amendments to RFP

- 2.4.1 At any time prior to the deadline for submission of bids, APDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by issuance of amendment(s).
- 2.4.2 The amendment(s) shall be made available in E-tendering portal as well as in the official website of APDCL. Bidders are required to regularly check / visit the E- procurement web-portal and immediately acknowledge receipt of any such amendments, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- 2.4.3 APDCL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline.
- 2.4.4 In order to provide reasonable time to the Bidders to incorporate the modification into account while preparing their Bid, or for any other reasons, APDCL may, at its discretion, extend the deadline/ timeline for Bid submission.

3. PREPARATION OF PROPOSAL

3.1 General Considerations

In preparing the Proposal, the bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.2 Language of Proposal

- 3.2.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and APDCL shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

3.3 Documents comprising the Proposal

- 3.3.1 The E-tender submitted by the bidder shall be in two envelope and shall comprise the following: -

Envelope I: -Relevant technical and commercial documents required to fulfill the eligibility criteria as specified under Section III: Eligibility Criteria and Document Checklist shall be submitted by the bidder on the E-tendering portal by the schedule date and time of submission of bids.

Envelope II: - Financial Proposal shall also be submitted electronically as per the prescribed format provided along with the tender documents.

- 3.3.2 Alternative (alternate technology/method/design/functionality or proposals with multiple options) Bids shall be rejected.

3.4 Technical Proposal Format & Content

- 3.4.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Failure to comply with this requirement will make the Proposal non-responsive.
- 3.4.2 The Contractor is required to submit a comprehensive Technical Proposal using the standard formats provided under Section VI of this RFP Document.

3.5 Financial Proposal Format & Content

- 3.5.1 The Financial Proposal shall be prepared and submitted electronically as per the Standard Forms provided in Section VI of the RFP.

3.6 Bid Forms

- 3.6.1 The participating bidders are to submit their technical and financial proposals and declaration on various terms and conditions of the bid pursuant to the Section VIII of the RFP. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

3.7 Bid Prices

- 3.7.1 The contract shall be for the whole works as described in **Section IV – Terms of Reference (ToR)** based on the priced Bill of Quantities submitted by the Bidder.
- 3.7.2 Items against which no price is entered by the Bidder will not be paid for by APDCL when executed and shall be deemed to be covered by the prices for other items.
- 3.7.3 All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates and prices and the total bid price submitted by the Bidder.

3.8 Bid Currencies

- 3.8.1 Prices shall be quoted in Indian Rupees only.

3.9 Bid Security/Earnest Money Deposit (EMD)

- 3.9.1 The Bidder shall furnish as part of its bid, a bid security, for the amount as specified in this RFP through online mode.
- 3.9.2 Any bid not accompanied by a bid security, or an acceptable bid security shall be rejected by APDCL as being non responsive.
- 3.9.3 The bid security of a bidder lying with APDCL, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this RFP Documents.
- 3.9.4 **The Bid Securities of the unsuccessful bidders shall be returned after issuance of LOA to the successful bidder**, signing of Contract Agreement and deposition of performance security by the successful bidder to the satisfaction of APDCL.
- 3.9.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 6.3 are furnished to the satisfaction of APDCL. The Bid Security of successful Bidder shall be released upon the signing of Contract Agreement as well as submission and acceptance of the Performance Security to the satisfaction of APDCL.
- 3.9.6 No interest shall be payable by the Employer on the above Bid Security.
- 3.9.7 The Bid Security may be forfeited–

- 3.9.7.1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- 3.9.7.2 In case of a successful bidder; if the bidder fails within the specified time limit-
- i) to sign the Contract Agreement, in accordance with ITB Clause 6.4or,
 - ii) to furnish the required performance security(ies), in accordance with ITB Clause 6.3 and /or to keep the bid security valid as per the requirement of ITB Sub- Clause 3.6.6.

3.10 Validity of the Bid

- 3.10.1 Bids shall remain valid for the period of **90 (ninety) days** from the date of submission of the proposal. A bid valid for a shorter period shall be rejected by the APDCL as being non-responsive.
- 3.10.2 In exceptional circumstance, APDCL may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email.

4. SUBMISSION OF PROPOSAL

4.1 Method of submission of Proposal

The bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Section III (Document Checklist) of this RFP document. The procedure for submission of proposal to participate in this E-tender is delineated as follows: -

- 4.1.1 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 distinctly indicate the following components - Quoted price with clear differentiation of Taxes and Duties. The contractors are to quote FIRM rates showing break up of all taxes and duties in the 'Schedule of Price'.
- 4.1.2 Bidders must make online deposit of tender processing fee of **Rs. 500.00 (Rupees Five Hundred)** only while online submission of tenders in <https://assamtenders.gov.in>.
- 4.1.3 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>.

4.2 Deadline for Submission of Proposals

The proposals must be submitted in the E-tendering portal within the stipulated date and time specified in the Section I: IFB of the RFP Document. As the mode of submission is online, the prospective bidders are recommended to submit their bids sufficiently advance in time to avoid any last hour rush.

4.3 Late Proposals

Since the Contractors have to submit bids online on E-tendering portal, so bidder will not be able to upload tender after due time for bid submission on the last date of bid submission.

4.4 Modification and Withdrawal of Proposals

- 4.4.1 The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission.
- 4.4.2 However, no bid shall be withdrawn, substituted, or modified after the expiry of bid submission period as specified in the tender.

5. BID OPENING AND EVALUATION

5.1 Opening of Techno-Commercial Bid

- 5.1.1 The Employer will open the Techno – Commercial Part online on the scheduled time and date as specified in the NIT. The bids shall be opened in the presence of the Bidders' authorized representatives who choose to be present, enabling them to watch the proceedings.
- 5.1.2 The Bids shall be deemed to be under consideration immediately after they are opened and confirmation or receipt of the Tender Processing Fee and Bid Security, and until an official intimation of award or rejection is made by APDCL to the Bidders.
- 5.1.3 APDCL shall prepare the summary of the bid opening in the form of Bid Opening Statement including the information of accepted bids and upload the same in the E- tendering portal to carry forward the tendering process to the Techno-Commercial Evaluation stage.
- 5.1.4 APDCL shall then separately evaluate the Bids with respect to the Eligible Criteria, sufficiency of the submission, as well as other parameters outlined in this RFP.

5.2 Confidentiality

- 5.2.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 5.2.2 Any attempt by a Bidder to influence APDCL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in rejection of the Bid of that Bidder.
- 5.2.3 If any Bidder, from the time of opening the Technical Bids to the time of Contract award, wishes to contact APDCL on any matter related to the bidding process, it should do so in writing.

5.3 Clarification on Bids

- 5.3.1 To assist in the examination, evaluation, comparison and post-qualification of the Proposals, APDCL may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by APDCL shall not be considered. APDCL's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by APDCL in the evaluation of the Financial Bids.

5.4 Responsiveness of Technical Proposal

- 5.4.1 APDCL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 5.4.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) does not meet all the Minimum Technical Specifications; or
 - b) affects the scope, quality, or performance of the Solution; or
 - c) limits or is inconsistent with the RFP, APDCL's rights or the Bidder's obligations; or
 - d) if rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals.

5.5 Non-Conformities, Errors, and Omissions

- 5.5.1 Provided that a Technical Bid is substantially responsive, APDCL may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- 5.5.2 Provided that a Technical Bid is substantially responsive, APDCL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial,

nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

5.5.3 Provided that the Technical Bid is responsive, APDCL will correct arithmetical errors during evaluation of Price bids on the following basis:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price shall prevail** and the total price shall be corrected, unless in the opinion of APDCL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected;
- c) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.
- d) Except as provided in (a) to (c) herein above, APDCL shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.

5.5.4 **If the Bidder that submitted the Lowest Evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.**

5.5.5 **If the price of any item is kept blank the highest rate quoted among the techno- commercial qualified bidders will be loaded for evaluation purpose. However, if the bidder happens to be L-1 then rate against the item which the bidder has kept blank will be awarded as zero i.e. he will have to execute the work without any financial involvement.**

5.6 Evaluation of Technical Proposal

5.6.1 APDCL shall evaluate the bidders based on the Qualifying criteria set forth in the Section III of the RFP.

5.6.2 For evaluation of bid, technical and financial pre-qualification criteria of bidders shall be evaluated. Bids not fulfilling the minimum qualification criteria as per clause no.1.5 of Section I of (Invitation for Bids) and Qualifying requirements as per Section III (Qualifying requirements and Documents Checklist) in this RFP may be summarily rejected. The financial proposals of only those bidders qualifying this stage shall be considered in the financial evaluation.

5.6.3 **The Quality and Cost based Selection (QCBS) method shall be adopted for evaluation of the technical proposals** in pursuant to the APPENDIX A under Section IV (Terms of Reference) of this RFP Document.

5.7 Opening of Financial Bid

5.7.1 After completion of the technical evaluation, APDCL shall intimate the successful bidders for opening of Financial Bids. No objection/request from bidders in respect of evaluation of technical bids shall be entertained by APDCL after intimation in respect of opening of price bids is sent to the technically qualified bidders.

5.7.2 Representatives of Qualifying Bidders may be present during opening of the Financial Bids of the Qualifying Bidders at the specified date and time as intimated.

5.7.3 The prices and details as may be read out during the price bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder.

5.8 Evaluation of Financial Bids

5.8.1 The Financial Bids will be examined to determine whether they are complete, whether any

computational errors have been made and whether the bids are generally in order.

- 5.8.2 The Financial bids containing any arithmetic errors shall be evaluated in pursuant to Clause 5.5.3 under this section.
- 5.8.3 The Quality and Cost based Selection (**QCBS**) method shall be **adopted for evaluating the financial proposals** in pursuant to the APPENDIX: A under Section IV (Terms of Reference) of this RFP Document.

5.9 Overall Techno-commercial Evaluation

The bidder with the Most Advantageous Proposal, which is the Proposal that achieves the **highest combined technical and financial scores as per the QCBS Evaluation criteria** set forth in Section IV (Terms of Reference) will be invited for negotiations and subsequent award of work, if deemed fit.

5.10 Purchase/Domestic preference

No preference shall be given to any bidder.

5.11 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

APDCL reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Employer shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, bid securities, shall be promptly returned to the Bidders.

6. AWARD OF CONTRACT

6.1 Negotiations

- 6.1.1 The Employer, if felt necessary may conduct negotiations with the most advantageous bidder for discussions of the Terms of Reference, methodology, staffing, Owner's inputs and other terms and conditions of the contract.
- 6.1.2 **The negotiations will be held with the representative(s) of the most advantageous bidder emerged during the QCBS evaluation. The representative(s) must have possessed power of attorney to negotiate and sign a Contract on behalf of the bidder.**
- 6.1.3 **APDCL shall prepare minutes of negotiations that are signed by APDCL Officials and the bidder's authorized representatives.**

6.1.4 Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Owner's inputs, CONTRACTOR Deliverables and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

6.1.5 Financial Negotiations

Financial Negotiations shall be carried out by the **owner if the rate quoted by the selected contractor is not found to be reasonable**. In such negotiations, the selected firm may be asked to justify and demonstrate that the price proposed in the contract are not out of line with the rates being charged by the contractor for other similar assignments. **However, in no case, such financial negotiations should result in an increase in the financial costs as originally quoted by the contractor and on which basis the contractor has been called for negotiations.**

If the negotiations with the selected contractor fail, the Owner shall inform the Contractor in writing of all pending issues and disagreements and provide a final opportunity to the Contractor to respond. If disagreement persists, the Owner shall terminate the negotiations in forming the Contractor of the reasons for doing so. Following this, the Owner will invite the next-ranked Contractor to negotiate a Contract. Once the Owner commences negotiations with the next-ranked Contractor, the owner shall not reopen the earlier negotiations.

6.2 Notification on Award

- 6.2.1 After completing the negotiations, if any and prior to the expiration of the period of Bid validity, APDCL shall notify the successful contractor, in writing, that its proposal has been accepted and offer the Letter of Award (LOA).
- 6.2.2 Within 10 (ten) days of the receipt of letter of award (LOA) from APDCL, the successful contractor shall accept the Letter of Award and furnish the Performance Security in pursuant to the clause no. 6.3 below, as per the proforma given in Annexure 5 under Section VII.
- 6.2.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or convey the acceptance of the LOA shall constitute sufficient grounds for the annulment of the LOI and forfeiture of the Bid Security. In that event, APDCL may resort to the next successful Bidder whose offer is responsive and is determined by APDCL to be qualified to perform the project satisfactorily.
- 6.2.4 Until a formal Contract is prepared and executed, the Letter of Award (LOA) shall constitute a binding Contract.

6.3 Performance Security

- 6.3.1 The successful bidder shall have to deposit the Performance Security in the shape of Bank Guarantee of nationalized bank or scheduled bank of RBI having their regional office in Assam or at least a branch office at Guwahati (in case of those, whose regional office is not located in the state of Assam) with a certificate from the Bank to the effect that the verification or any confirmation in regard to the BG issued by the bank can be taken up with the Branch office at Guwahati pledged in favour of "Chief General Manager (NRE), Assam Power Distribution Company Limited" payable at Guwahati as per proforma for an **amount equivalent to 10% (ten percent) of the contract value** of the order along with the acceptance of Letter of Award (LOA), valid for a period of 120 (one hundred twenty) days from the date of signing of contract or completion the project, whichever is later.

If the contractor fails or neglect to perform any of his obligations under the contract, the APDCL shall have the right to forfeit in full or in part at its absolute discretion the performance security deposit furnished by the contractor. No interest shall be payable on such deposits.

6.4 Signing the Contract Agreement

- 6.4.1 The successful contractor shall have to enter into an agreement with APDCL within 10 (ten) days from the date of issue of detailed work order (LOA) failing which the LOA shall be rescinded without any further communication from APDCL end.
- 6.4.2 The successful contractor shall sign the form of Contract Agreement on Stamp Paper (non-judicial) borne by the contractor with seal on each page, date as per the prescribed format provided in Annexure 7 under Section VII.

- 6.5 The Contractor is expected to commence the assignment within 7(seven) days from the date of signing of Contract Agreement.

6.6 Fraudulent practices and Corruption

- 6.6.1 It is the APDCL's policy that requires the Bidders, suppliers, and contractors under the contract to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, APDCL defines, for the purpose of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (v) "Obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employers' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
 - or
 - (b) acts intended to materially impede the exercise of the APDCL's inspection and audit rights.
- 6.6.2 APDCL will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- 6.6.3 APDCL will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- 6.6.4 APDCL will have the right to require that the provision be included in RFP Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors, if any to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

-----*End of Section II (ITB)*-----

Section III:
Qualification Requirements
&
Document Checklist

1. Qualifying Requirements and Document Checklist

The Eligibility Criteria described below shall determine the Bidder's Qualification:

1.1 Proposals may be submitted by qualified individual consulting firms provided they can be classified as one of the following:

- 1.1.1 A single firm that on its own meets all the qualification requirements as mentioned in the Section- "Technical Requirements" and "Financial Requirements" below.
- 1.1.2 APDCL may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the contract within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) Contractors' details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc. Utility/Owner reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

1.2 Technical Requirements

Proposals shall be submitted by an individual firm who shall meet the following technical requirements:

- 1.2.1 The bidder shall be a **single Indian legal entity in the form of sole proprietorship; or partnership firm set up under Indian Partnership Act, 1932; or HUF; or Pvt. Ltd/ Public Ltd. Company registered under the Indian Companies Act, 1956; or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or Govt. Company or Corporations; or Public Sector Undertakings** duly incorporated under relevant laws/acts in India only. This must be supplemented by necessary supporting documents along with the proposal.
- 1.2.2 The intending bidder must have the **experience of successful completion/ongoing** of services of similar nature to various CPSUs/ State Government/ Government undertakings/ Govt. Utilities / Corporations **in Assam** during the **last 3 (three) years**, as on the date of publication of the RFP. This must be supplemented by copy of the work order and the corresponding completion certificate duly verified by competent authority.

"Similar Services mean rendering services related to Aerial topography survey of land through high resolution imaging using Drone –based technology/GIS Mapping/ Physical infrastructure surveys, land surveys etc."

1.3 Financial Requirements

Proposals shall be submitted by an individual firm who shall meet the following financial requirements:

- 1.3.1 The Bidder must have a **Minimum Average Annual Turnover (MAAT) of Rs. 13.45 Lakh (Rupees Thirteen Lakh Fourty Five Thousand)** during the last three (3) financial years (**FY 2020-21, 2021-22 and 2022-23**). This must be certified by a registered **Chartered Accountant** with copies of **audited balance sheets** and **Profit & Loss Statements** for the said years along with the subsequent **income tax return statements**. **The projected turnover will also be accepted for the FY 2022-23 based on work order submitted by the bidder.**
- 1.3.2 Net Worth of all the bidders for the last three (3) financial years (FY 2020-21, 2021-22 & 2022-23) shall be positive. This must be certified by a **registered Chartered Accountant** with copies of audited balance sheets and Profit & Loss Statements for the said years along with the subsequent income tax return statements.

Net worth means the sum of total of paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and in tangible assets.

1.4 Document Check list:

S/N	Attachment	Form of Submission
1	Bid submission covering letter	On Official Letter Head of the bidder as per Form TECH-1 (Under Section VI of this RFP)
2	EMD	As mentioned in RFP
3	Tender Processing Fees	As mentioned in RFP
4	Notarized Power of Attorney by the bidder authorizing an Individual designated representative for the bidder	
5	List of all work orders and relevant Experience Certificates establishing the Bidder's eligibility in pursuant to clause 1.2 (Technical requirements) and clause 1.3 (Financial requirements) under this section.	Submission as per Form TECH-2 (Section VI). The Work orders shall be accompanied by the corresponding performance certificate clearly mentioning all relevant details on concerned utility's official letter head. Submission as per Form TECH -2 (B. FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT) to fulfill the compliance of Financial eligibility criteria
6	Particulars of the Bidder	As per Form TECH-3 (Section VI)
6	CA certified company balance sheet of last 3 (three) consecutive financial years (i.e. FY 2020-21, 2021-22 and 2022-23) distinctly indicating the Net Worth, Revenue heads and Turnover corresponding to the bidder	Summary of Audited Statements as per Annex. 6 (Section VII)
9	Certificate of Incorporation/Firm Registration, which ever applicable	
10	Self-Attested copy of GSTN certificate of the bidder	
11	Self-Attested copy of PAN Card of the bidder.	
12	Self-certification of Non-Blacklisting/No litigation by/with any of the Government Departments, Agencies or Public Sector Undertakings (PSU) including APDCL/AEGCL/AGCL	On Official Letter Head of the bidder partner
13	Provident Fund (PF) Certificate indicating PF Code of the Bidder	
14	List of Forms constituting the part of bidder's Technical Proposal: <ul style="list-style-type: none"> • Form TECH-1 • Form TECH-2 • Form TECH-3 • Form TECH-4 • Form TECH-5 • Form TECH-6 	As per the stipulated format provided under Section VI of the RFP with seal and sign of the bidder on every pages.

**Section IV:
Terms of Reference (ToR)**

1. Project Background: -

APDCL as a power utility is rendering its service to every nook and corner of the state. Over the past few years, the power distribution network of APDCL has witnessed rapid growth with the implementation of various urban as well as rural electrification schemes. Such massive infrastructure base demands periodic maintenance and monitoring of asset-health in order to continue their operations efficiently and effectively. APDCL has also been instrumental in implementing various Off-Grid and Grid Connected Solar Power Plants across the State of Assam and now plans to install MW scale Solar Power plants in the State to make a markable contribution towards the renewable energy generation of the nation.

This project particularly aims for conducting of a topographical survey of the area of interest approximately 37679418 sq.m. before construction of a large-scale solar power plant. Along with it, the project also aims to have a shadow analysis survey of the area to bring out the optimum place where the PV modules can be fitted to give out optimum power supply.

APDCL would like to have an end-to-end solution to survey of the area of interest.

The main objective of the project is:

1. Conduct a topographical survey before the construction of the solar power plant
2. Conduct following analysis with modern techniques–
 - A. Estimation of actual area of the land
 - B. Contour Mapping of the land
 - C. Shadow analysis
 - D. Watershed Analysis
 - E. Human settlements
 - F. Forest coverage if any

Contour & topographical survey work to identify and map the contours of the ground and existing features on the surface of the earth or slightly above the earth's surface (i.e., trees, buildings, streets, walkways, manholes, utility poles, etc.). It may be necessary to show perimeter boundary lines and the lines of easements on or crossing the property being surveyed. Entire survey shall be compatible to GPS (UTM) & connected to nearest GTS.

Topographic surveys require "benchmarks" on maps to which ground contours are related, information regarding surface, determination of required setbacks and the other activities.

The drone-based survey, capture high resolution images / videos, prepare 2D maps, 3D models and other analytics-based outputs which can facilitate effective real-time governance. The work involves carrying out a detailed engineering topographic survey and contour using drones and prepare plans (maps) on a suitable scale, capturing all physical features like buildings, transit sheds, ware houses, railway tracks, roads, yards, docks, wharf, jetties, breakwaters, trees, lighting poles, electric lines, telephone lines / poles, overhead tanks, ground level tanks, water lines (visible on ground), pump rooms, storm water drains, wells, fences, compound wall and allied structures, dune sand areas, localized rock outcrops if any, nullahs or canals, trenches, excavations.

1.1. Main objective of the project

The main objective of the project is:

1. Conduct a topographical survey before the construction of the solar power plant
2. Conduct following analysis with modern techniques–
 - G. Estimation of actual area of the land
 - H. Contour Mapping of the land on a suitable scale, capturing all physical features like buildings, transit sheds, ware houses, railway tracks, roads, yards, docks, wharf, jetties, breakwaters, trees, lighting poles, electric lines, telephone lines / poles, overhead tanks, ground level tanks, water lines (visible on ground), pump rooms, storm water drains, wells, fences, compound wall and allied structures, dune sand areas, localized rock outcrops if any, nullahs or canals, trenches, excavations.
 - I. Watershed Analysis
 - J. Shadow analysis
 - K. Human settlements.
 - L. Forest coverage if any

1.2. Major Project Components

- i. Drone based Inspection using suitable technology
- ii. Data Processing Software
- iii. Report Analysis

2. Scope of Works: -

As per clause no 1.2 & 1.3 under Section –I of this RFP

2.1. Deleted

2.2. UAV Survey:

All the equipments used in the UAV shall be capable enough to collect, process, and adjust data with enough precision to meet the accuracy requirements of the project and applicable accuracy standards described in this document.

The UAV is to be flown in a safe method in order to avoid any kind of damage to humans and the environment.

The Contractor shall be responsible for obtaining all the necessary clearances from DGCA & Ministry of Defense, other agencies of Government of India, local authorities, etc. for flying over the AOI to acquire Drone data, Imagery etc.

BOQ: To Carry out aerial topography survey using drone based technology and collection, reporting of data using high-resolution imaging for setting up of MW Generation Solar Power Plant:

Sl. No	Description	Unit	Rate Quoted excluding GST (Rs.)	GST @18% (Rs.)	Total Cost (Rs.)
1	i. Topographical Survey: To conduct a topographical survey of the proposed site ii. Analysis for estimation of actual area of the proposed land iii. Develop Contour Mapping of the land on a suitable scale, capturing all physical features like buildings, transit sheds, ware houses, railway tracks, roads, yards, docks, wharf, jetties, breakwaters, trees, lighting poles, electric lines, telephone lines / poles, overhead tanks, ground level tanks, water lines (visible on ground), pump rooms, storm water drains, wells, fences, compound wall and allied structures, dune sand areas, localized rock outcrops if any, nullahs or canals, trenches, excavations iv. Watershed Analysis v. Shadow analysis vi. Human settlements in the proposed land	(Sq. m)			

2.3. Technical Specifications:

2.3.1. The bidder shall provide following information and write –up as per point listed below:

- i. **Equipment:** “Make, model and specifications of key equipments viz. UAS/DRONE, Onboard and base Global Navigation Satellite Systems (**GNSS**) receivers, On-board IMU, Camera/Sensors for raw data acquisition, hardware & software to be used for flight planning, flight monitoring, and justification of equipment to meet the technical specifications stipulated in bid document”.
- ii. **Provision of Ground Control Point:**
 - Density & distribution of Ground Stations to be established for correction to onboard GNSS
 - Equipment to be used for Observations
 - Hardware & Software to be used for computation
 - Description of observation methods
 - Description of computation method
- iii. **Post Processing**
 - Details of Hardware & IT Infrastructure to be used & its adequacy to handle and store raw Data, key intermediate data, data under process and Processed Data/deliverables
 - Software to be used for Post-Processing for generating report
 - Brief write-up based on information provided above justifying the adequacy of hardware, software, methods & processes proposed to meet the specifications stipulated in the bid document

2.3.2. Operating Conditions

- **Reliability:** The proposed equipment must be designed to cater for 24x7x365 round-the-clock operations.
- **User-Friendly:** The system should be Web based and can be accessed over the internet.
- **Security:** System should be fully secured so that system can't be hacked or compromised by anybody in any circumstances
- **Upgradeability:** Each part of the system produced should be modular and easily re-configurable and upgradeable. The system should be based on an open system concept.
- **At expiry of Contract:** For smooth handing over/transfer of the system, at the time of expiry the contract, all the system with detailed diagrams and drawings (Software, Hardware, Connectivity, Field Equipment, Components and subcomponents etc. used in the project) shall be fully functional.

2.3.3. Scalability

Network and Bandwidth capacity should be expandable at least five times compare to the current requirement

2.4. Deliverables and Timelines

Sl. No.	Project Activity	Deliverables	Timeline (from the date of award of work order)
1	Obtaining the necessary clearances before flying from the various departments and local authority, if required	_____	5 days
2	Drone Inception and mapping of project site	as per the scope of work	15 days
3	Digitalization, annotation & reporting	as per the scope of work	7 days

2.5. Period of Assignment

The duration of contract shall be for a period of **30 (thirty) days** effective from the date of award of work order.

2.6. Service Level Agreement (SLA)

2.6.1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by selected Bidder to owner for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- Trigger a process that applies to OWNER and selected Bidder management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- Define performance related expectations on performance required by the OWNER
- Assist the OWNER to control levels and performance of services provided by selected Bidder

2.6.2. Description of Services Provided

Selected Bidder shall provide services as defined in Section - Scope of Work, in accordance to the definitions and conditions as defined in the Section - General Conditions of Contract, Technical specification, and Special condition and terms of the contract.

2.6.3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in the Section SLA Change Control.

2.6.4. Breach of SLA

In case the selected Bidder does not meet the service levels or fails to deliver the expected outcomes within the stipulated timeline as mentioned above, the OWNER at its discretion may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- OWNER issues a show cause notice to the selected Bidder.
- Selected Bidder should reply to the notice within seven working days.
- If the OWNER authorities are not satisfied with the reply, the OWNER will initiate stricter penalty for the remaining period of the contract.
- If Bidder fails to meet the SLA requirement and OWNER terminates the Bidder for any reason, all the equipment and materials will be property of OWNER.

2.6.5. Exclusions

The selected Bidder will be exempted from any delays or slippages on SLA parameters arising out of following reasons: -

- Delay in execution due to delay (in approval, review etc.) from OWNER's side. Any such delays shall be notified in written to the OWNER by the selected Bidder.

2.6.6. Monitoring and Auditing

The OWNER will review the performance of selected Bidder against the SLA parameters each quarter, or at any periodicity defined in the contract document. The review/audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review/audit can be scheduled or unscheduled. The results will be shared with the selected Bidder as soon as possible. OWNER reserves the right to appoint a third-party auditor to validate the SLA.

2.6.7. Reporting Procedures

The selected Bidder's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent quarter of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the OWNER.

2.6.8. SLA Change Control

2.6.8.1. General

It is acknowledged that this SLA may change as OWNER's needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the SLA.
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. OWNER and selected Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

2.6.8.2. SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be OWNER's monthly review meetings

APPENDIX A: TENDER EVALUATION METHODOLOGY

1. Tender Evaluation Methodology (QCBS)

The Proposals shall be evaluated following the QCBS method. In case of QCBS, each bidder shall be given a score against various eligibility criteria as per the following modalities. Under this RFP, technical proposals will be allotted weightage of **70 % (seventy percent)** while the financial proposals will be allotted weightages of **30 % (thirty percent)**. The proposal with **highest technical marks** (as allotted by the evaluation committee) shall be given a score of **100 (Hundred)** and other proposals be given technical score that are proportional to their marks w.r.t the highest marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the contractor shall be ranked in terms of the total score obtained. **The Proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.** The proposal securing the highest combined marks and **ranked H-1** will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with **highest technical score** will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where,

C	=	Evaluated Bid Price (Financial proposal of the bidder under consideration)
C _{low}	=	the lowest of all Evaluated Bid Prices among responsive Bids
T	=	the total Technical Score awarded to the Bid
T _{high}	=	the Technical Score achieved by the Bid that was scored best among all responsive Bids
X	=	weightage for the Price as specified above viz. 30 %

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid.

2. Evaluation of Technical Proposal

The eligibility criteria and the scoring mechanism for evaluation of technical proposal are as follows: -

Technical Evaluation Criteria			Maximum Marks
Sr. No.	Criteria & sub-criteria		
1	Bidder's Credentials	<p>The bidder shall be a single Indian legal entity in the form of sole proprietorship; or partnership firm set up under Indian Partnership Act, 1932; or HUF; or Pvt. Ltd/ Public Ltd. Company registered under the Indian Companies Act, 1956; or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or Govt. Company or Corporations; or Public Sector Undertakings duly incorporated under relevant laws/acts in India only.</p> <p>Documents to be produced: Incorporation Certificate, GST Registration certificate and PAN certificate.</p> <ul style="list-style-type: none"> ▪ Operational for last 2 FYs : 3 marks ▪ Operational for more than 4 FYs:5 mark 	5
2	Project Experience- Similar Services as mentioned in qualifying requirement criteria (Project Nature (in Terms of Terrain)	<p>Relevant experience of similar services completed / ongoing with Government Sector (State or Central) /PSU/Private Organization in Assam</p> <ul style="list-style-type: none"> ▪ With complex land use including Hilly terrain, Plain land, Forest cover, Populated areas of Assam in one single order 10 marks ▪ Flat/ Hilly Rural areas of Assam in one single order..... 5 marks ▪ Urban Town areas of Assam in one single order..... 5 marks 	20
3	Project Size (in Terms of Land Area)	<p>Relevant experience of similar services completed / ongoing with Government Sector (State or Central) /PSU/Private Organization in Assam</p> <ul style="list-style-type: none"> ▪ More than 1000 Acres in one single project: 5 Marks ▪ Between 500-1000 Acres in one single project: 2.5 Marks ▪ Less Than 500 Acres: 0 marks 	5
4	Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation	<ul style="list-style-type: none"> • Understanding of assignment. (2 marks) • Project approach and methodology.(20 marks) • Innovative Suggestion for Project improvement (5 marks) • Work Plan and Manning Schedule (3 marks) 	30
5	Bidder's assets: Equipment Ownership	<ol style="list-style-type: none"> 1. Minimum 1 Drone with dual camera having with proper ownership document. Visual camera should be atleast 48 MP, minimum 4x optical and minimum 32x digital zoom: (5 marks) 2. Bidder should have minimum two pilots: (5 marks) 	10
6	Manpower Capability Criteria	<p>Qualification and competence of the proposed key staff for the Assignment. (Weightage of experience to educational qualification 70:30)</p> <ul style="list-style-type: none"> ▪ Team Leader (10 marks) ▪ Drone Operator cum Surveyor (8 marks) ▪ Solar Power Expert (8 marks) 	30

		<ul style="list-style-type: none"> ▪ Data Analyst (4 marks) <p>The record for the same shall be substantiated by submission of CV self certified by the member and countersigned by the authorized signatory of the bidder. The qualification and experience of the team member shall be evaluated and marked as per format below.</p>	
		Total Evaluation Marks	100
		Minimum Qualifying Marks	60

Note to Bidders: -

- ❖ Scores will be assigned in proportion to highest submission against the qualifying criteria.
- ❖ A bidder failing to fulfill the minimum eligibility against any given criteria as tabulated above shall be awarded “zero” marks against that particular criterion.
- ❖ Minimum marks required for qualifying the Techno-commercial evaluation stage: 60

3. Evaluation of Financial Proposal: -

The Financial Evaluation of the bidder will be as follows: -

$$\text{Evaluated score of the bidder} = (C_{low} / C) \times 100$$

Where,

- C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids
- C = Financial proposal of the bidder under consideration

Detailed evaluation of CVs		
S. No.	Description	Max. Points
I	General Qualification	30
i)	Degree in Engineering/Planning or equivalent	22
ii)	Post-Graduation in Engineering/ Planning/ Architecture/ Management	3
iii)	Additional Certification	5
II	Relevant Experience & Adequacy for the Project	70
(a)	Total Professional Experience <ul style="list-style-type: none"> • For <10 years- 0 Marks • 10 years- 12 Marks • For each additional year of experience up to 3 additional years- 0.5 Marks Per Year 	15
(b)	Experience in similar nature of works/ consultancy works in infrastructure sector where physical survey is a needed component <ul style="list-style-type: none"> • For <5 years- 0 Marks • 5-10 years- 16 Marks • For each additional year of experience up to 3 additional years- 0.5 marks per year 	20
(c)	Experience of leading similar nature of works/ consultancy works in infrastructure sector where physical survey is a needed component with minimum size of 100 acres: <ul style="list-style-type: none"> • Minimum 1 Project- 20 Marks • For each additional project above 2 (up to a maximum of 5 additional projects)- 1 Mark each 	25
(d)	Experience of Team Management/ Survey Works/ Subject matter in Hydro/ Solar Power generation Projects <ul style="list-style-type: none"> • Minimum 1 Projects- 7 Marks • For each additional project above 2 (up to a maximum of 3 additional projects)- 1 Mark each 	10
	Total	100

Section V:
General Conditions of Contract
(GCC)

1. General Introduction

1.1 Definitions & Interpretations

The following terms appearing in the RFP shall have the meaning herein indicated unless there is anything repugnant in the subject or context.

- 1.1.1 Employer/Purchaser/Owner/Owner means Assam Power Distribution Company Limited (in short APDCL)
- 1.1.2 "Contractor" means the firms whose proposal to perform the Contract has been accepted by the Employer and is named in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.3 "Contract" shall mean and include the general conditions, specifications, schedules, tender forms, bidding schedules, covering letter, schedule of prices, any special conditions applying to the particular contract specification, amendments if any, letter of award, letter of acceptance and contract agreement to be entered into.
- 1.1.4 "Contract Period" means the period from the Contract commencement date to the date on which Warranty Period is over. Date of Awarding of LOA shall be treated as the "date of commencement of contract".
- 1.1.5 "Facilities" means the Materials and Equipment to be supplied and installed/erected, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.1.6 "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.7 "Subcontractor" means firms/ corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with the consent of the Employer in writing, and includes its legal successors or permitted assigns.
- 1.1.8 "Taking Over" means the Employers' written acceptance of the Facilities under the Contract, after successful Operation and acceptance of the facilities by the Employer.
- 1.1.9 "Time for Completion" means the time within which Completion of the Facilities is to be attained in accordance with the scope of work and specifications, as a whole and "Taking Over" by the Employer is to be attained.
- 1.1.10 "Day" shall mean a calendar day.
- 1.1.11 "Month" shall mean a calendar month.

1.2 Language

- 1.2.1 The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the contractor and APDCL shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.
- 1.2.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation. The Contractor shall be bound to the English translation and what has been stated therein.

1.3 Governing Laws

- 1.3.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.
- 1.3.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

1.4 Intellectual Property

1.4.1 Copy Right

The Contractor shall indemnify APDCL against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India for the use of any equipment supplied by the Contractor but such indemnify shall not cause any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

1.4.2 Confidential Information

- 1.4.2.1 Both Contractor and APDCL shall undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.
- 1.4.2.2 After the entering of the contract, APDCL and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its subcontractor such documents, data, and other information it receives from APDCL to the extent required for the subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
- 1.4.2.3 APDCL shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from APDCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 1.4.2.4 The obligation of a Party under Clauses 1.4.2.1 and 1.4.2.2 above, however, shall not apply to information that:
- APDCL or Contractor need to share with the institutions participating in the financing of the Contract;
 - now or hereafter enters the public domain through no fault of that Party;
 - can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
 - Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 1.4.2.5 The above provisions of this Section 1.4.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 1.4.2.6 Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-contractors.
- 1.4.2.7 The provisions of this Section 1.4.2 survive completion or termination, for whatever reason, of the Contract.

2. Subject Matter of Contract

2.1 Scope of Works

As stipulated under clause no. 1.2 & 1.3 (under Section I) of the RFP.

2.2 Contractor's Responsibilities

2.2.1 The Contractor shall successfully implement this project as per the Scope of Work, Functional Requirements, Minimum Technical Standards (MTS) mentioned in this RFP.

2.3 APDCL's Responsibilities

2.3.1 The CGM (NRE) of APDCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Contractor.

2.3.2 APDCL may provide on Contractor's request, particulars/ information / or documentation that may be required by the Contractor for proper planning and execution of Scope of Work under this Contract.

2.4 Estimated Cost of the Project

As mentioned in the Section I: Invitation for Bid (IFB) of the RFP.

2.5 Funding of the Project

The proposed work is to be funded by APDCL.

3. Execution of the Project

3.1 Project Completion Period

The entire project as mentioned in the scope of works section must be completed within **30 (thirty) days** from the date of award of contract.

Note: The project being a time bound priority scheme, the intending bidder who feels competent enough to complete within the stipulated period shall only participate.

3.2 Project implementation Schedule

The contractor shall submit his proposed action plan for the monitoring of works to the Employer's Representative for approval whenever required. The program shall include the following: -

- i. the order in which the contractor proposes to carry out the services;
- ii. all major events and activities in the production of Quality Control Documents;
- iii. preparation of flight plan and carrying out the drone survey in presence of representatives of APDCL; CONTRACTOR and Contractors on sample basis
- iv. the scheduled date for completion of all works, as approved by the tenderer's representative.

3.3 Extension of time for Completion

Primarily, there shall not be any extension of time for project completion irrespective of size & volume of work except under the following circumstances:-

3.3.1 If at any time during performance of the Contract, the Contractor encounters conditions impeding completion of related Services under the purview of the contract, the Contractor shall promptly notify APDCL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, APDCL shall evaluate the situation and may at its discretion

extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

3.3.2 Any occurrence of Force Majeure as provided under sub-section 8.2 under this section of the RFP.

3.4 Project Management and Site Organizations

In Consideration of the stringent schedule of the project, the successful bidder(s)/Contractor(s) shall exercise systematic and tightly controlled project management system. Any alterations regarding the baseline plan submitted in conformity to **TECH- 5** format under Section VI shall be discussed during the negotiation of contract and be accorded with due approval from APDCL.

3.5 Sub-Contracting

The Contractor shall not be permitted to subcontract its obligations under the Contract with APDCL.

3.6 Site Regulation & Safety

3.6.1 Environmental Considerations

The contractor shall take the reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values prescribed by law Adherence to Safety Provisions

3.6.2 Adherence to Safety Provisions

- 3.6.3.1 The contractor shall ensure strict compliance with all provisions delineated under "**The Drone Rules, 2021**".
- 3.6.3.2 The contractor shall comply with all applicable rules / safety regulations/guidelines issued by appropriate authorities including regulation 7(4) of the Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric lines) Regulations, 2011., Electricity Rules 2005, and Safety instruction notified by the Electrical Inspector, Electrical Inspection Departments Govt. of Assam and "best practices" established within the industry.
- 3.6.3.3 The contractor shall ensure the adequate safety devices, as per the applicable codes, standards and practices, for handling and installing the Plant and Equipment and testing the facilities.

4. QUALITYCONTROL

4.1 Inspection and Testing

All the equipments/materials to be utilized shall be tested/inspected at site by authorized officer/Engineers of APDCL. Any equipments to be supplied under this RFP shall be the first quality material and best general practices to be followed in case of workmanship as per the directed by the owner. Certification standards, when available, for the equipment and materials to-be installed, will prevail

5. PAYMENT

5.1 Contract Price

- 5.1.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 5.1.2 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of sub-section5.3 under this section.
- 5.1.3 Prices charged by the Contractor for the scope of work performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price

adjustments authorized in the RFP.

- 5.1.4 Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance/non-fulfilment of any condition of any exemption considered by the vendor at the time of proposal, shall be considered for price adjustments.

5.2 Terms of Payment

- 5.2.1 During the continuance of the project, only 1(one), first and final bill shall be entertained against which 100% payment shall be released subject to fulfillment of the conditions as under:
- i. Submission, verification, validation and acceptance of all the deliverables as mentioned under section IV: Terms of Reference (ToR) of this RFP document jointly by concerned CEO of the electrical circle and CGM(NRE), APDCL
 - ii. Issuance of successful completion certificate by the CEO of the concerned Electrical Circle and countersigned by CGM (NRE), APDCL.
- 5.2.2 The bills after due verification from the CEO of the concerned electrical circle shall be placed directly to the O/o the CGM(NRE), APDCL along with all the relevant documents for bill passing and release of payment.
- 5.2.3 All the service acceptance and billing related transactions must be executed through ERP system only. In this context, the O/o the CGM (NRE), APDCL shall perform the necessary service acceptance related transactions against the given work order.
- 5.2.4 The right of the contractor/supplier to have payment or reimbursement of any cost for execution of works/supply of materials as the case may be, against this order will be forfeited or deemed to have been relinquished if the claim for it is not preferred to the appropriate authority within 6(Six) months from the date of completion or deemed completion.

6. GUARANTEES AND PENALTIES

6.1 Liquidated Damages and Penalty

- 6.1.1 Except as provided under the provision of "Force Majeure", if a Contractor fails to deliver any or all of the Goods or perform the related Services within the period specified in the Contract, APDCL shall without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the value of the Goods or related Services of contract value for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of contract value.
- 6.1.2 If the goods and related services do not comply to the technical specifications as per the Contract or in case of detection of any defect in individual equipment or in the system as a whole, the same shall be replaced/corrected by the contractor free of cost within 15(fifteen) days from the date of receipt of the communication
- 6.1.3 In the event of non-compliance of the point 6.1.2, APDCL shall be free to impose any penalty as deemed fit. In addition, APDCL shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Guarantee submitted to APDCL.

6.2 Liability/Indemnity

The Contractor hereby agrees to indemnify APDCL, for all conditions and situations mentioned in this clause, in a form and manner acceptable to APDCL. The Contractor agrees to indemnify APDCL and its officers, servants, agents ("APDCL Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) any negligence or wrongful act or omission by the Contractor or its agents or employees or any third Party associated with Contractor in connection with or incidental to this Contract; or
- b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

7. RISK DISTRIBUTION

7.1 Loss of/ Damage to Property; Accident or Injury to Workers; Indemnification

The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

7.2 Insurance

The Goods supplied under the Contract shall be fully insured by the Contractor, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

7.3 Force Majeure

- 7.3.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.3.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 7.3.3 If a Force Majeure situation arises, the Contractor shall promptly and no later than 10 (ten) days from the first occurrence thereof, notify APDCL in writing of such condition and the cause thereof. Unless otherwise directed by APDCL in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 7.3.4 The decision of APDCL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.

8. Change in Contract Elements

8.1 Quantity Variation

Permissible quantity variation $\pm 25\%$ subject to the condition that the corresponding change in total contract value does not increase or decrease by more than **10%** (ten percent). The variation which may occur must have the approval of CGM (NRE), APDCL.

8.2 Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the

performance of any of its obligations under the Contract.

8.3 Change Orders and Contract Amendments

- 8.3.1 APDCL may at any time order the Contractor through Notice to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for APDCL;
 - b) Specifications for hardware, software and Related Services;
 - c) the method of shipment or packing;
 - d) the place of delivery; and
 - e) the Related Services to be provided by the Contractor.
- 8.3.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of APDCL's Change Order.
- 8.3.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

9. Resolution of Disputes

9.1 Settlement of Disputes

- 9.1.1 APDCL and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.1.2 If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in the subsequent Clauses 9.2 and 9.3 under this RFP.

9.2 Arbitration

All disputes or differences in respect of which the decision, if any, of the Employer has not become final or binding as aforesaid shall be settled by arbitration in the manner provided in the Company's General Conditions of Supply and Erection (GCSE). The GCSE can be downloaded from the APDCL website under the head "Acts & Policies".

9.3 Legal Jurisdiction

For any litigation arising out of the Contract which cannot be resolved through mutual agreement or through Arbitration, the Gauhati High Court will have the sole jurisdiction.

10. Termination of Contract

10.1 Termination of Contract for Contractor's default

- 10.1.1 If the Contractor shall neglect to execute the Works with due diligence and expertise or shall refuse or neglect to comply with any reasonable order given to him, in the Contract by the Engineer in connection with the works or shall contravene the provisions of the Contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention

complained of. Shall the contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor, may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the Works as the case may be. If the cost of completing of Works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works' is delayed.

- 10.1.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined Company's General Conditions of Supply and Erection (GCSE).
- 10.1.3 Such action by the Owner as aforesaid, the termination of the Contract under this clause shall neither entitle the contractor to reduce the value of the contract Performance Guarantee nor the time thereof. The contract Performance Guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

10.2 Termination of Contract on Owner's initiative

- 10.2.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default." The Owner shall in such an event give 15 (fifteen) days notice in writing to the Contractor of his decision to do so.
- 10.2.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.
- 10.2.3 In the event of such a termination, the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 10.2.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased Contractor and/or the surviving partner of the Contractor's firm liable to damages for not completing the Contract.

11. Assignment

The Contractor shall not assign, in whole or in part, their obligations under this Contract.

12. Disclaimer

While the Company will make every endeavor to extend necessary facilitation in expediting the work, the contractor shall be responsible to organize and arrange all necessary inputs right from mobilization activities up to completion of the project. Company will not entertain any failure / delay on such accounts. Also, Company will not be responsible for any compensation, replenishment, damage, theft etc. as may be caused due to negligent working, insufficient coordination with Government / non-Government / Local Authority by the contractor and/ or his personnel deputed for work. The contractor shall take necessary insurance coverage under LIC/GIC etc. for his working personnel and the goods in store as well as in transit. The contractor will be deemed to have made him acquainted with the local working conditions at site(s) and fully provide for into the bid submitted.

----- End of Section-V (GCC) -----

**Section VI:
Technical & Financial Proposal
(Standard Formats)**

FORM TECH-1
BID SUBMISSION COVER LETTER
(To be submitted on the letterhead of Bidding Company)

To:

< Location, Date >

Chief General Manager (NRE)
Assam Power Distribution Limited
Annex Building, Bijulee Bhawan, Paltanbazar,
Guwahati 01

Subject: Submission of the bid document for “*selection of agency to carry out Aerial topography survey using drone based technology at the selected project locations in the state of Assam for setting up of mw scale solar power plant*”.

Reference RFP: **APDCL/CGM(NRE)/NRE-89/2022-23/_____ Dtd. ____/____/2022**

Dear Sir

We, the undersigned, offer the services of Aerial topography survey using Drone based technology and collection, reporting of data using suitable technology and software in the project locations in line with the request for Proposal dated <Date of Publishing of RFP> and our proposal. We are hereby submitting our Proposal, which includes this technical bid in a sealed envelope (online mode & offline mode) and the Financial Bid (online mode only).

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

We undertake, if our Bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for **90 days** as stipulated in the RFP document.

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2

A. Work Experience

(To be submitted on the letterhead of Bidding Company)

Project Citation Format (Similar Project Completed by the bidder for Govt/PSUs)

Project – 1	
Name of the Owner	
Location of Project	
Scope of Project	
Total cost of the project	
Year of Execution of Project	

Project – 2	
Name of the Owner	
Location of Project	
Scope of Project	
Total cost of the project	
Year of Execution of Project	

Project – 3	
Name of the Owner	
Location of Project	
Scope of Project	
Total cost of the project	
Year of Execution of Project	

The details furnished above must be supplemented by **copy of the work order and the corresponding completion certificate duly verified by competent authority.**

Authorized Signature [*In full and initials*]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

B. FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidding Company)

To,

Date: ____/____/2022

The Chief General Manager (NRE)
Assam Power Distribution Limited
Annex Building, Bijulee Bhawan, Paltanbazar,
Guwahati 01

Sub: Bid for "selection of agency to carry out Aerial topography survey using drone based technology at the selected project locations in the state of Assam for setting up of MW scale solar power plant" in response to the RFP No: APDCL/CGM(NRE)/NRE-89/2022-23/____ dated

Dear Sir,

We submit our Bid/Bids for which details of our Financial Eligibility Criteria Requirements are as follows.

We certify that the Minimum Average Annual Turnover in the last 3 financial years & Net-worth are as follows:

Financial year	Year of Incorporation	Annual Turnover (Rs. Lakh)	Net worth (in Rs. Lakh)
2020-21			
2021-22			
2022-23 (Ongoing)			

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidding Company)

Name:
Date:
Place:

(Signature and stamp of Chartered Accountant)

Name:
Date:
Place:

FORM TECH-3
(PARTICULARS OF THE BIDDER)
(To be submitted on the letterhead of Bidding Company)

Sl. No.	Information Sought	Details to be Furnished
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Local Address of the Bidder (If Any)	
4.	Incorporation status of the firm (public limited / private limited,/ Sole proprietorship firm/Partnership Deed etc.)	
5.	Year of Establishment	
6.	Date of Registration	
7.	ROC (Registrars of Companies) Reference No./Partnership Deed/ Registration of Sole proprietorship firm etc.	
8.	Details of GST Registration	
9.	PAN Details	
10	Name, Address, email, Phone nos. and Mobile Number of Key Contact Person (s)	
11	PF Registration Details	

Authorized Signature [*In full and initials*]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

- a) **Technical Approach and Methodology:** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference(TORs),the technical approach, and the methodology you would adopt for implementing the tasks}*

- b) **Work Plan:** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Owner), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*

- c) **Organization and Staffing:** *{Please describe the structure and composition of your team, including the list of the skilled manpower to be deployed onsite}.*

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

(To be submitted on the letterhead of Bidding Company)

N°	Deliverables ¹ (D-..)	Days											
		1	2	3	4	5	6	7	8	9	30	TOTAL
D-1	{e.g., Deliverable#1 :.....}												
D-2	{e.g.,Deliverable#2												

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

Standard Format for submission of Financial Proposal: (To be submitted on the letterhead of Bidding Company)

The financial bid against the RFP shall be submitted as per the following format only **in online mode through E-tendering portal**. In addition to that a financial bid submission covering letter to be submitted as per the format stipulated below:

To: <Location, Date>

Chief General Manager (NRE)
Assam Power Distribution Limited
Annex Building, Bijulee Bhawan, Paltanbazar,
Guwahati 01

Subject: Submission of the price bid for *“selection of agency to carry out Aerial topography survey using drone based technology at the selected project locations in the state of Assam for setting up of MW scale solar power plant”*.

Dear Sir,

We, the undersigned, offer to services of **to carry out aerial topography survey using drone based technology and collection, reporting of data by using suitable technology & software in the project location** with your Request for Proposal dated <Date of Publishing of RFP> and our Bid (Technical and Financial Bids). Our attached Financial Bid is for the sum of Amount as per **BOQ**. This amount is inclusive of all applicable taxes & duties.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of **90 calendar days** from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract as per the BoQ format in <https://assamtenders.gov.in>.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents without any variations and deviations.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in Financial Bid uploaded in <https://assamtenders.gov.in> with our Tender as part of the Tender.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as per RFP document.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., [Date].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION -VII

FORMS OF BID

Annexure -1**Format for sending query to APDCL****(To be submitted on the letterhead of Bidding Company)**[Query may be sent via email to gmnre.apdcl@gmail.com]

[Reference No.]

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

The Chief General Manager (NRE)
 Assam Power Distribution Company Limited
 Annex Building, Bijulee Bhawan, Paltanbazar Guwahati,
 Assam

Sub: Query.

Ref: Your NIT No. **APDCL/CGM(NRE)/NRE-89/2022-23**/_____ Dtd: _____/_____/2022

Dear Sir,

Please find below our query with respect to the FRP subject to the terms and conditions therein:

	Reference Clause No.	Page No.	Concise Query

Thanking you,

Sincerely yours,

[Insert Signature here] [Insert Name here] [Insert Designation here]

Annexure 2:**Proforma of Bank Guarantee for Contract Performance**

(To be stamped in accordance with Stamp Act)

Ref..... Bank Guarantee No.....
Date.....

To

The Chief General Manager (NRE)
Assam Power Distribution Company Ltd.
Annex Building, Bijulee Bhawan, Paltanbazar
Guwahati-1

Dear Sir,

In consideration of Assam Power Distribution Company Ltd., (herein after referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/ Head office at (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated... and the same having been acknowledged by the contractor, resulting in a contract and contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10(%) of the said value Contract to the Owner.

We (Name & Address) having its Head Office at (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any or all monies payable by the contractor to be extent of ₹..... at anytime up to** (day/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to this contractor. Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any matter, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The Bank shall not be released to its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to And it shall remain in force up to an including and shall be extended from time to time for such period (not exceeding 1 year) as may be desired by M/s..... on whose behalf this guarantee has been given.

Dated this..... Day of 20..... at.....

WITNESS

.....(Signature) (Signature)

.....(Name)(Name)

.....(Official address). (Official address)

Attorney as per power
Of Attorney No.....
Date.....

NB: The stamp paper of appropriate value shall be purchased in the name of issuing bank.

Annexure 3:
Proforma of Extension of Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref..... **Date**.....

To
The Chief General Manager (NRE)
Assam Power Distribution Company Ltd.
Annex Building, Bijulee Bhawan, Paltanbazar
Guwahati-1

Dear Sir,

Sub: Extension of Bank Guarantee No.....for Rs... favouring yourselves, expiring on On account of M/S..... in respect of contract no..... dated (herein after called original Bank Guarantee).

At the request of M/s we bank, branch office at and having its Head Office at Do hereby extend our liability under the above mentioned Bank Guarantee No..... dated.....for a further period of (Years / Months) from..... to expire on... expect as provided above, all other terms and conditions of the original Bank Guarantee No.....dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully For.....
Manager/ Agent/Accountant
Power of attorney No.....
Dated.....
SEAL OF BANK

Note: The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank who has issued the Bank Guarantee.

Annexure 4:
Proforma of Contract Agreement

(To be executed on non-Judicial stamp paper)

This contract (hereinafter, together with all attachment annexed hereto and forming its integral part thereof, call the Contract) is made on the _____ day of the month of _____ '2022, between, **Assam Power Distribution Company Limited**, having its head quarter at Bijulee Bhawan, Paltan Bazar, Guwahati-781001 and represented by the Chief General Manager (NRE), having his office at Annex Building, Bijulee Bhawan, Paltan Bazar, Guwahati-781001 (hereinafter referred to as APDCL which expression shall unless repugnant to the context of meaning thereof includes its successors and assigns) of **the one part** and _____ a Company registered under the Laws of _____ and having its registered office at _____ (hereinafter called the contractor which expression shall unless repugnant to the context of meaning thereof includes its successors and assigns) of the other part.

WHEREAS

- (A) APDCL has placed work order for **carry out aerial topography survey using drone based technology and collection, reporting of data using suitable technology & software** at project locationsand provides other services as covered in this contract vide work order _____ dtd. _____.
- (B) The contractor has accepted the work order as set forth above vide reference No. _____ Dtd. _____
- (C) The APDCL and the contractor shall jointly be termed as "Parties"
- (D) The contractor, having represented to APDCL that they have the required professional skill, personnel and technical resource have agreed to provide the services on the terms and conditions set forth in this contract.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND COVENANT AS FOLLOWS:

- 1. The parties hereto hereby covenant, bind and undertake to observe and perform this contract faithfully for the work of **"carry out aerial topography survey using drone based technology and collection, reporting of data using suitable technology & software for setting up of MW generation solar project"** and execute, perform and do all works and things mentioned and described in the contract and in all other documents annexed hereto and in accordance with such conditions, specifications and terms and conditions forming part of this contract to the entire satisfaction of APDCL and shall respect, perform, observe and fulfill all such terms, conditions and specifications which are expressed or intended to be performed, observed or fulfilled by the contractor.
- 2. The following documents, which are deemed to be integral part of this contract as in herein, set out verbatim and / or is hitherto annexed, shall be binding on the parties.
 - a. Annexure – A: Copy of Letter of Intent, if any
 - b. Annexure – B: Copy of work order
 - C. Annexure – C: Copy of Contractor's Acceptance Letter
 - D. Annexure –D: Security Deposit
 - E. Negotiation record, if any
 - F. Work Schedule (Bar Chart)
- 3. **Security Deposit:** The contractor has deposited a security amount to the tune of _____ by _____
The security deposit will be released after successful completion of the assigned work as per provision of this RFP.
- 4. The parties hereto hereby agree and declare that in consideration of the payments to be made by APDCL, the contractor shall execute the work as defined in the contract in the manner and as prescribed in this contract or which are implied or may be necessary for the completion of the said work or incidental thereto on the terms and conditions mentioned in the contract.

In witness whereof the parties hereto have signed this agreement hereunder on the date respectively mentioned against signature of each.

FOR AND ON BEHALF OF
CONTRACTOR

FOR AND ON BEHALF OF
ASSAM POWER DISTRIBUTION COMPANY LIMITED

PLACE:

DATE:

WITNESS:

1.

2.