

REQUEST FOR SELECTION (RfP)

**FOR ENGAGEMENT OF CONSULTANT FOR PREPARATION OF
FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR
DEVELOPMENT OF WIND POWER PROJECT at KHANDONG DYKE **AND
ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM** LOCATED IN
DIMA HASAO DISTRICT OF ASSAM**



RFS NO: APDCL/CGM (NRE)/NRE-131/2023-24/24 Dated: 17/08/2023

ISSUED BY:

**OFFICE OF THE CHIEF GENERAL MANAGER (NRE)
ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)**

**BIJULEE BHAWAN (ANNEX BUILDING), 2ND FLOOR,
PALTANBAZAR, GUWAHATI-1**

E-mail: cgm.nre@apdcl.org

ON

17th August, 2023



ASSAM POWER DISTRIBUTION COMPANY LIMITED
Bijulee Bhawan (Annex Building), 2nd Floor
Paltanbazar, Guwahati – 01
Email: cgm.nre@apdcl.org

NOTICE INVITING TENDER

1. Assam Power Distribution Company Limited (APDCL) invites interested parties to participate in this Request for Proposal (this **“RFP or the “Tender Documents” or the “Tender”**) for bidding and selection process for **ENGAGEMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) ALONG WITH WORK OF SOIL INVESTIGATION, GEOTECHNICAL SURVEY, TOPOGRAPHY SURVEY, CONTOUR SURVEY, HYDROLOGICAL STUDY FOR DEVELOPMENT OF MW GENERATION WIND POWER PROJECT AT KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM LOCATED IN DIMA HASAO DISTRICT OF ASSAM.**
2. Bid document shall be available on <https://www.assamtenders.gov.in> from 18/08/2023.
3. The complete Bidding Documents can be downloaded from the e-tendering portal <https://www.assamtenders.gov.in>. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time. Any amendments (s) / corrigendum / clarification with respect to this Bid shall be uploaded on <http://www.assamtenders.gov.in> and the same will form a part of bid document for all references. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above websites. No separate communication shall be made by APDCL in this regard
4. The bidder shall submit the bid in e – tendering portal <http://www.assamtenders.gov.in> using their own Digital Signature Certificate. It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial Bid) documents & Price bids both in online (e-tendering) mode only in scheduled time.
5. The Bid Information Sheet is provided below:

Particulars	Description			
RfP No. & Date	APDCL/CGM (NRE)/NRE-131/2023-24/24 Dated: 17/08/2023			
Document Description	RFP Document for engagement of consultant for preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, geotechnical survey, topography survey, contour survey, hydrological study for development of MW generation wind power project at KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM located in DIMA HASAO district of Assam			
Downloading of Bidding Document	The Bidding Document can be downloaded online only through https://www.assamtenders.gov.in website of Government of India			
Estimated Cost	<table border="1"><thead><tr><th>Sl. No</th><th>Components</th><th>Estimated cost</th></tr></thead><tbody></tbody></table>	Sl. No	Components	Estimated cost
Sl. No	Components	Estimated cost		

		excluding GST (Rs.)	
	1	Part –A: Analysis of Wind Resource Assessment Data including site survey of the proposed location, Submission of Feasibility Report and its acceptance by APDCL	800000.00
	2	Part –B: (Applicable if the location is feasible) <ul style="list-style-type: none"> • Completion of GEO Technical Survey, Submission of Draft DPR and its acceptance by APDCL • Submission of the Final DPR and its acceptance by APDCL • Submission of draft Tender documents and its acceptance by APDCL 	2590000.00
		Total	3390000.00
Date of Publication	18/08/2023		
Bid Document Download Start Date & Time	18/08/2023 at 17:00 Hrs.		
Queries regarding Pre- Bid meeting	01 days before Pre Bid Meeting (to be submitted on following E-mail address) cgm.nre@apdcl.org		
Date & Time of Pre-Bid meeting & Venue of Pre-Bid Meeting	24/08/2023 at 13:00 Hrs. Venue of Pre –Bid Meeting: Conference Hall 2 nd Floor, Annex Building, O/o the CGM (NRE), Assam Power Distribution Company Limited Bijulee Bhawan, Paltanbazar, Guwahati -01		
Start Date & time for online submission of “Techno-Commercial Bid” and “Price Bid” as per RFS	29/08/2023 at 14:00 Hrs.		
Last date & Time for online submission of “Techno-Commercial Bid” and “Price Bid” as per RFS	5/09/2023 at 16:00 Hrs.		
Online Bid Opening (Techno-Commercial)	07/09/2023 at 12:00 Hrs.		
Price Bid Opening	Shall be intimated to the techno – commercially qualified bidders		
Cost of RFS (Non-refundable applicable for the Bidder)	Amount: INR 354.00 (300/ +18% GST) (Indian Rupees Three Hundred & Fifty Four Only) to be submitted by the Bidder in Online while submission of tender in https://www.assamtenders.gov.in		
Bid Security (EMD) applicable for the Bidder	Amount: INR 1,00,000.00 (Indian Rupees One Lakh only). The EMD shall be submitted by the Bidder in Online while submission of tender in https://www.assamtenders.gov.in		
Performance Security to be submitted by successful bidders	Amount: 10% of Contract value in the form of BG in favor “Chief General Manager (NRE), Assam Power Distribution Company Limited” payable at “Guwahati”		

Address for Communication	CHIEF GENERAL MANAGER (NRE) ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL) BIJULEE BHAWAN (ANNEX BUILDING), PALTANBAZAR, GUWAHATI – 01 Email: cgm.nre@apdcl.org
Details of persons to be contacted in case of any assistance required	<ol style="list-style-type: none"> 1. Shri Lalit N. Kar AGM (NRE), APDCL (M. No: 70029-71787) 2. Sri Kuldip Sharma AGM (NRE), APDCL (M. No: 8473919735) 3. Sri Jitu Moni Das Consultant (NRE), APDCL (M. No: 8135078531)

Important note:

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

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

Memo No.: APDCL/CGM (NRE)/NRE-131/2023-24/24 Dated: 17/08/2023

Copy to:-

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

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

DOCUMENTS CHECKLIST:

[**Note:** Scanned copy of Document Checklist shall be uploaded in <https://www.assamtenders.gov.in> in the head of Technical Bid section]

Sl. No	Document	Attached (Yes /No)
1	Online generated copy pertaining the submission of Tender Processing fee	
2	Online generated copy pertaining the submission of EMD	
3	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter	
4	Details of Bidder as specified in Appendix 2	
5	Details of Similar Technical Experience as per Appendix 3	
6	Details of qualified technical staff (Proposed to be associated with assignment) as per the format in Appendix 4	
7	Declaration of compliance as per format prescribed in Appendix 5	
8	No Deviation Certificate as per format prescribed in Appendix 6.	
7	Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 7.	
8	Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8	
9	Format of Summary of audited financial statements as per format prescribed in Appendix 9.	
10	Format of declaration of eligibility as per format prescribed in Appendix 12.	
11	Attested copy of GST Registration Certificate of Bidder.	
12	Attested copy of Provident Fund Code of Bidder.	
13	Attested copy of PAN Card for Bidder	
14	Unprimed Copy of Price Bid Format –duly signed as per format prescribed in Appendix-13	
15	Confidentiality Undertaking as per format prescribed in Appendix-14	
16	Copy of this RFP along with all amendments / corrigendum with sign and official seal on every page	

DISCLAIMER:

- A) The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of APDCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- B) This RFP is not an agreement and is neither an offer nor invitation by APDCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APDCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for APDCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.
- C) 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.
- D) Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APDCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- E) APDCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid 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 with prequalification of Bidders for participation in the Bidding process.
- F) APDCL 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. APDCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP

- G) The issuance of this RFP does not imply that APDCL is bound to select and short- list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for the Project[s] and APDCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the APDCL or any other costs incurred in connection with or relating to its Bid proposal

1. Definition and Interpretation

1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (i) **"APDCL"** means Assam Power Distribution Company Limited
- (ii) **"Adjudicator"** means the person, who shall be an engineer or a firm of engineers who is appointed by APDCL to act as the adjudicator to make a decision on or to settle any dispute or difference between the Company and the Consultant referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.
- (iii) **"Applicable Law"** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- (iv) **"Bid"** shall mean the bid submitted by the Bidder in response to this RFP/Tender Document issued by APDCL.
- (v) **"Bidder"** shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- (vi) **"Completion"** means that the entire works have been completed as per the Scope of Work.
- (vii) **"Consultant/Contractor"** shall mean Successful Bidder/Agency/Firm appointed to carry our work as per scope of worked defined in this RFP and mutually agreed by both parties.
- (viii) **"Contractor"** means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (ix) **"Consultant's Equipment"** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for execution of work that are to be provided by the Consultant.
- (x) **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- (xi) **"Day"** means calendar day of the Gregorian calendar.
- (xii) **"DPR"** Means Detailed Project Report
- (xiii) **"Effective Date"** for this Contract shall mean the date of issuance of Letter of Award by the Company.
- (xiv) **"GCC"** means the General Conditions of Contract hereof.
- (xv) **"Government Authority"** means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or

administrative body or any subdivision or instrumentality thereof, central, state, or local, having jurisdiction over the Consultant, the Facility, or the performance of all or any of the services, obligations or covenants of Consultant under or pursuant to this Contract or any portion thereof.

- (xvi) **“Month”** means calendar month of the Gregorian calendar.
- (xvii) **“PFR”** means Pre-feasibility Report
- (xviii) **“Owner”** means Assam Power Distribution Company Limited (APDCL)
- (xix) **“Project Manager”** means the person appointed by the Company in the manner provided in the RFP (Project Manager) hereof and named to perform the duties delegated by the Company.
- (xx) **“Prudent Utility Practices”** means those practices, methods, techniques and standards which are generally accepted for use in Preparation of Detailed Project Report taking into account conditions in India.
- (xxi) **“Site”** means the land and other places upon which the works are to be carried out, and such other land or places as may be specified in the Contract as forming part of the Site.
- (xxii) **“Subcontractor”**, including vendors, means any person to whom execution of any part of the work, is sub-contracted directly or indirectly by the Consultant, and includes its legal successors or permitted assigns.
- (xxiii) **“Successful Bidder”** means the bidder who has been awarded the Contract and described as Consultant for the “Project”.
- (xxiv) **“Time for Completion”** shall be the date on or before which the complete work as per RfP with final report shall be submitted by the Consultant to the satisfaction of the Owner and such date is specified in NIT.

1.2 Interpretations

- 1.2.1 **Language:** Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 **Singular and Plural:** The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 **Headings:** The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 **Persons:** Words importing persons or parties shall include firms, corporations and government entities.

- 1.2.5 **Men:** The word, 'Men' in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 **Entire Agreement:** The Contract constitutes the entire agreement between the Company and Consultant /Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Consultant shall carry out work in accordance with the decision of the Adjudicator.
- 1.2.7 **Amendment:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 **Independent Consultant:** Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Consultant and the Company shall not be responsible for any claims at any time by the Consultant in relation to the sub-contractor.
- 1.2.9 Non-Waiver :**
- (i) Subject to Clause 1.2.9 (ii) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - (ii) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.2.10 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2. Introduction

2.1 About Assam Power Distribution Company Limited (APDCL)

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

The main purpose of forming the Company was to take over, manage and operate the electricity distribution system, assets, liabilities, undertaking of the erstwhile Assam State Electricity Board (ASEB) pursuant to a notified transfer scheme in terms of Part XIII of the Electricity Act, 2003.

The primary purpose of the Company is to undertake 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. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of more than 65 lakhs. This is growing year by year.

2.2 Background about wind power project

Energy is an important role in any country's economy and infrastructure growth. Wind energy is renewable form of energy and environment friendly compared to conventional energy resources that pollute the environment. A proper analysis of wind speed data is an important parameter to estimate wind energy potential at a particular site.

3. Instruction to Bidder

3.1 General Instructions:

- 1) The current document is the request for proposal, which is issued to all the Bidders, requesting a proposal for Preparation of DPR for proposed wind power projects on a fixed price basis. A Consultant would be selected through competitive bidding process for execution of the Project.
- 2) The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.
- 3) Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 4) Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation

along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.

- 5) Bidders need to ensure that in the event the work is awarded to it, and during execution of the work, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 6) All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the RFP document and must be submitted online while submission of tender.
- 7) The specification provided with this RFP outlines the functional requirement.
- 8) Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.
- 9) The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 10) The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 11) Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 12) Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 13) All rates shall be quoted on the proper form i.e. price bid uploaded as part of the Tender documents on e-tender portal by the Department.
- 14) The Assam Power Distribution Company Limited (APDCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

3.2 Pre-Qualifying Requirements (PQRs)/ Bidder's Eligibility Conditions:

3.2.1 Technical Criteria:

- i. The Bidder must have experience of providing consultancy services for Development of Large Scale **Single Wind** Energy power project of capacity **≥ 25 MW**.
- ii. The scope of work shall include preparation of feasibility reports, Detailed Project Report, basic and Detailed Engineering services, Wind resource assessment, estimation

of energy yield and optimization of plot sizing and lay out, etc. as Owners Engineer. The Bidder must have carried out **at least 175 MW capacity** work cumulatively in past 7 years.

- iii. The Bidder should possess required licensed software like Wasp, Wind Pro etc., for evaluation of Energy Estimation. The Bidder must have adequate skilled manpower with sufficient experience to handle such job. *(Necessary documentary evidence such as valid certificate of license for use of software, names, qualifications and details of experience of persons who would work for this consultancy assignment should be given)*
- iv. The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team.

Following Key Personal CV should include as part of Bid for evaluation.

Sl. No	Designation /Role	Minimum Basic Qualification	Area of Expertise/past Experience	Remarks
1	Team Leader/ Project Manager/ Project Co coordinator	BE/B-tech from Civil/Mech. /Electrical Discipline from Reputed University	Min. 15 years+ experience in engineering / consultancy/relevant industry out of which mini, 5 years association and experience in Consultancy of large Wind Energy Park & Projects of large scale >=500 MW	Experience of Wind Park development will be added advantage.
2	Civil Engineering	BE/B TECH/ M Tech (Civil)	<ul style="list-style-type: none"> • Min 10+years of Experience designing large Green field infrastructure projects. • Experience in design and engineering of wind projects of Cumulative capacity of at least 200 MW is must. 	Execution of wind projects will be added advantage
3	Electrical Engineering	BE/B TECH/ M Tech (Elect)	<ul style="list-style-type: none"> • Min 10+years of Experience in designing & engineering of wind projects of Cumulative capacity of at least 200 MW is must. • Knowledge of Power 	

			<p>system design, (AC/DC), HT/LT supply with protection is must.</p> <ul style="list-style-type: none"> • Also must have Knowledge of latest version of energy estimation software like Wasp, wind pro etc. 	
4	Transmission Engineering	BE/B TECH/ M Tech (Elect.)	<p>Min 10+years of Experience in Transmission system (EHV) designing Cumulative capacity of powered evacuation of at least 500 MW.</p>	<p>Experience of 220/400 KV / 765 KV system development will be added advantage</p>
5	Regulatory , Power evacuation , grid related matter	BE /B Tech	<ul style="list-style-type: none"> • Min 5+years of Experience in Power regulation related law, Power market, and awareness of latest Govt. Policies related to RE sector. • Must have worked previously for similar assignment to work out different business prospective and scenarios. 	
6	Financial & Investment analysis	CA/CMA/ MBA (Fin)	<p>Min 15+ Years of experience in investment analysis, calculation of IRR, developing financial models for projects. Must be aware of all taxation and cost accounting practices.</p>	<p>Experience of at least 10 years in RE sector will be added advantage</p>

3.2.2 Financial Criteria:

- a) The average annual turnover of Consultancy Services Business of the Bidder in the preceding three(3) financial years as on 31.03.2023, should be **INR 1 Cr.** and above.
- b) Net worth should be more than paid up capital and at least **Rs. 50.00 Lakh** whichever is higher.
- c) The Bidder shall submit audited annual reports for FYs 2020-21, 2021-22 and 2022-23

3.2.3 Other Criteria for Qualification:

- i. The Tender of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have
 - GST No.,
 - PAN No
 - Valid Proof of Permanent EPF account No
- ii. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted from any Public Sector undertakings of State Govt. /SEBs / CPSU/Corporations/ APDCL & its subsidiaries
- iii. The experience list shall include **only works executed by Bidder himself as a turnkey consultant** which shall include entire work of detailed Project report as per the site conditions **and not as a Sub-consultant**.
- iv. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. APDCL reserves the right to confirm / verify any data or information through their own sources.
- v. The Bidder shall furnish documentary evidence by way of **copies of Contract/ Purchase Order, CV/Resume of Team Members or any other equivalent document**, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.
- vi. The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years.
- vii. While evaluating the Bids, APDCL shall also take into account past experience of work execution by Bidder for APDCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection. APDCL's decision regarding the same shall be final & binding to the bidder.
- viii. APDCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for APDCL based on reasonable grounds/ reasons for such rejection/disqualification. APDCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.
- ix. APDCL is not bound to award work to Lowest Quoted (L1) or Highest Rank Bidder emerging out of the Bid evaluation. APDCL decision to choose the Bidder based on selection criteria and its own interest shall be final and binding to the Bidder.

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above APDCL reserves the right to verify all statements/information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project. APDCL will do performance evaluation and necessary due diligence of the Bidders, based on feedback including Owner/user feedback, site visits of completed Projects & ongoing Projects to ascertain capacity and capability of the Bidder. APDCL's decision in this regard shall be final and binding to the Bidder without any demur.

Further, notwithstanding the above, APDCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. APDCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. APDCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection

Notwithstanding anything stated above, APDCL reserves the right to assess the bidders capability and capacity to perform the consultancy services under this assignment in the overall interest of the Project.

3.3 Local Conditions:

- 1) The Bidder is advised to visit and examine the site conditions, location, surroundings, climate, entry permission, availability of power, water and other utilities for performance of work, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.
- 2) The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury

(whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

- 3) Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material/Services or performing any work in accordance with the RFP document.
- 4) In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Assam Power Distribution Company Limited (APDCL) under the Scheme.
- 5) The Bidder must conduct its own inspection of the proposed project site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints.
- 6) It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the RFP document;
 - b) received all relevant information requested from the Owner;
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the work in accordance with the RFP document and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in the RFP herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
 - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
 - g) The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including

any error or mistake therein or in any information or data given by the Company.

3.4 Local Regulatory Frame Work:

- 1) It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 2) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP document shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

3.5 Clarifications to Tender Document:

A Bidder requiring any clarification of the Tender documents may notify APDCL in writing or by facsimile or by e-mail to APDCL's contact as mentioned in Table-A of NIT:

THE CHIEF GENERAL MANAGER (NRE)
Assam Power Distribution Company Limited (APDCL)
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati -01
Email: cgm.nre@apdcl.org

3.6 Amendments to Tender Document:

- 1) APDCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 2) The amendments will be notified on website as mentioned in Notice Inviting e- Tender of this Tender.
- 3) In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, APDCL at its discretion, may extend the deadline for the submission of Bids.

3.7 Acceptance of Bids:

APDCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on APDCL to disclose any analysis report.

3.8 Withdrawal of Invitation to Bid:

While APDCL has floated this Tender and has requested Bidders to submit their proposals, APDCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

3.9 Representative/ Agent of Bidder:

All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, APDCL shall not accept any responsibility.

3.10 Financial Proposal and Currencies:

The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes as mentioned in Appendix-13 the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

3.11 Bank Guarantees & EMD

- 1) EMD shall be submitted online while submission of tender in e-tendering portal.
- 2) The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of APDCL desiring to award the work to the said Bidder. APDCL shall have an unqualified discretion to forfeit the EMD in the event: *if the bidder refuses to unconditionally accept Letter of Award and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder*
- 3) The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOA along with the submission of Security Deposit by successful Bidder.
 - The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the SD cum performance bank guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.

- 4) The EMD shall be forfeited and appropriated by APDCL as per the discretion of APDCL as genuine, pre-estimated compensation and damages payable to APDCL for, inter alia, time, cost and effort of APDCL without prejudice to any other right or remedy that may be available to APDCL hereunder or otherwise, under the following conditions:
 - a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
 - b. In the case of Successful Bidder, if it fails within 15 days from the issue of LOA – (a) acceptance of LOA and/ or (b) to furnish the Security Deposit cum Performance Bank Guarantee within the period prescribed.
 - c. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Security Deposit cum Performance Bank Guarantee.
- 5) The Successful Bidder shall furnish the following Bank Guarantees: **Security Deposit cum Performance Bank Guarantee (SD/PBG)** as per the format given in Appendix 10 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Assam Power Distribution Company Limited (APDCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total Contract Price, within two weeks after issuance of LOA. The validity period of PBG should be for a total period up to Six (06) months from the date of LOA.

3.13 Right to Accept or Reject any or all Bids

- 1) Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) The Owner reserves the right to reject any Bid and appropriate the EMD if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:

- a) select the next Bidder with the Lowest Bid Value as the Successful Bidder;
 - <or>
 - b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 4) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LoA or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 5) The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

--- End of Section ---

4. Submission of Bid

4.1 General terms

- 1) A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 2) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 3) The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory.
- 4) The Bidder shall submit a power of attorney as per the format at "Appendix 8: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 5) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 6) The RFP documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.
- 7) Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to APDCL's Tender terms and conditions including but not limited to Scope of Works.

4.2 Format and Signing of Bid

- 1) The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

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

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

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

- a) The tender processing fee and EMD is to be submitted online while submission of tender in <https://www.assamtenders.gov.in>.
- b) The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
- c) Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder.
- d) Attested copy of GST Registration Certificate of Bidder.
- e) Attested copy of Provident Fund Code of Bidder.
- f) Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of Details of Similar Technical Experience.
- g) Details of qualified technical staff as per format prescribed in Appendix 4: Details of qualified technical staff
- h) Declaration of compliance as per format prescribed in Appendix 5
- i) No Deviation Certificate as per format prescribed in Appendix 6.
- j) Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 7.
- k) Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8
- l) Format of Summary of audited financial statements as per format prescribed in Appendix 9.
- m) Format of declaration of eligibility as per format prescribed in Appendix 12.
- n) Format for Confidentiality undertaking as per format prescribed in Appendix-14
- o) Copy of RFP, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal.

Price Bids: The bidder shall submit the price bids as per the format prescribed in the <https://www.assamtenders.gov.in>.

Bid Due Date

- 1) Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 2) APDCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum in accordance with Clause No. 3.6 uniformly for all Bidders.

Late Bids

Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of opening of the Bid.

Confidentiality

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

Correspondence with the Bidder

The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Bid Opening and Evaluation

- 1) The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.
- 2) To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

Tests of Responsiveness of Bid

- 1) Prior to the detailed evaluation, APDCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. APDCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2) If the Bid is not substantially responsive, it will be rejected by APDCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3) APDCL will evaluate and compare Bids which have been determined to be substantially responsive.
- 4) A Bid shall be considered responsive only if:

- a. it is received in the manner prescribed in this RFP
 - b. it is accompanied by the requisite Tender Fee and EMD;
 - c. it is received with all the Enclosures of the Bid as prescribed in the bid document
 - d. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
 - e. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - f. it complies with all the terms, conditions and provisions specified in this Tender; and it does not contain any conditions or deviations
- 5) The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

Modification and Withdrawal of Bids

- 1) In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.
- 2) No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

Bid Evaluation Criteria and Methodology

- 1) The entire Bid shall be evaluated based on **Quality Cum Cost Based System (QCBS)** methodology as prescribed in subsequent clauses.
- 2) The Bid evaluation shall be first on Technical Score of **max 100**, based on various scoring criteria outlined at Table.
- 3) APDCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- 4) In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- 5) Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- 6) Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- 7) After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out Selection of successful bidder shall be done as below:

- i. In the first stage, the Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.
- ii. Bidder shall be ranked from highest to lowest on the basis of their technical score (ST).
- iii. **Evaluation of Financial Proposal:**
 - a) In the second stage, the financial evaluation will be carried out and Each Financial Proposal will be assigned a financial score (SF).
 - b) For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
 - c) APDCL will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the cost of services inclusive of all duties, levies, taxes, cess, travelling expenses, out of pocket expenses and/or any other expenses of whatsoever nature.

Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the Firm. *The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.* The financial scores of other proposals will be computed as follows:

SF = 100 x FM/F; wherein, F = amount of Financial Proposal of the Bidder

iv. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: **S = ST x 0.70 + SF x 0.30** Where S is the combined score

- v. The scoring criteria to be used for evaluation shall be as follows:

Criteria for assigning Technical Score (X1) and arriving at Final Score (X) to be used for Bid Evaluation and ranking				
Sr. No.	Criteria	Max Points	Criteria for assigning Score	Remarks
A	Bidder's Experience in Completing similar assignment of Preparation of DPR, Feasibility Report , Basic & Detailed Engineering Services for Development of Wind power project in Last 7 Years which are under	60		Experience of Bidding Entity will only be considered. E.g. If an Indian subsidiary is the Bidder, assignments handled by Indian subsidiary only will be considered for

	operation/execution			assigning score
(i)	Bidder's Experience in Completing similar assignment of Preparation, Preparation of bankable project report (for financing project from Bank), DPR, and Feasibility Report for Development of Wind Power project in Last 7 Years which are under operation/execution	35		Client certificate for successful completion is mandatory.
	Assignment > 3000 MW		35	Min wind Park/Project capacity >=25 MW
	Assignment > 2500 to 3000 MW		30	
	Assignment > 2000 to 2500 MW		25	
	Assignment > 1500 to 2000 MW		20	
	Assignment > 1000 to 1500 MW		15	
	Assignment >= 25 to 1000 MW		10	
(ii)	Bidder's Experience in completing Basic & Detailed Engineering Services for drafting of tender specification, tender preparation and bid evaluation for Development of Wind power project in Last 7 Years which are under operation/ execution for Development of Wind Park/project	25		Client certificate for successful completion is mandatory.
	Assignment > 2500 MW		25	
	Assignment > 2000 to 2500 MW		20	
	Assignment > 1500 to 2000 MW		15	
	Assignment > 1000 to 1500 MW		10	
	Assignment >= 500 to 1000 MW		5	
B	Manpower Bio-data & Past Assignments of similar nature handled	25		
(i)	Team Leader	15		
	Total cumulative Experience of Wind Park and Wind Projects >=2000 MW		15	
	Total cumulative Experience of Re Park and RE Projects >=1000 MW		10	
	Total cumulative Experience of Re Park and RE Projects >=500<1000 MW		5	
(ii)	Other Members	10		
	Total cumulative Experience of Re Park and RE Projects >=1000 MW		10	
	Total cumulative Experience of Re Park and RE Projects >=500<1000 MW		5	

C	Presentation Before Evaluation Committee of APDCL	15		Presentation Date will be intimated in advance after Bid submission
D	Total Technical Score (X1) (A +B+C)	100		
E	Total Price Score – X2	100		Lowest Quoted Price L1 (along with Price loading if any) will be assigned Price Score (X2) of 100 points. Rest of the Bidders will be assigned score in ratio of Quoted Price with respect to L1. PI refers Illustration.
F	Final Score-X=X1*0.7+X2*0.3	100		Highest Score Bidder will be Ranked 1

vi. Illustration Table for Understanding Evaluation Methodology and score assignment

a) Suppose Bidder A, B C have following respected evaluated technical score with their quoted Price in the Price schedule

Bidder	Assigned Technical Score (X1) by APDCL	Quoted Price inclusive of taxes by Bidder(after any Financial Loading if applicable)	Bidder Rank on Quoted Price	Quoted Price ratio for assigning score X2 w.r.t L1*
A	70	100000	L1	1
B	90	125000	L2	0.8
C	80	150000	L3	0.67

*Rounded off up to 2 Decimal

b) Working to arrive at Price Score (x2):

Bidder	Assigned Technical Score by APDCL	Assigned Price Score Technical Score by APDCL
	X1	X2
A	70	100
B	90	80
C	80	66.67

c) Working to arrive at Final Score (X):

The Final score "X" shall be worked as follows:

Bidder	Assigned Technical Score by APDCL	Assigned Price Score Technical Score by APDCL	Final Evaluated Score X	Quoted Price ratio for assigning score X2 w.r.t L1*
	X1	X2	$X = 0.7 * X1 + 0.3 * X2$	
A	70	100	79.00	2
B	90	80	87.00	1
C	80	66.67	76.00	3

- vii. All eligible Bidders shall be required to make presentations , before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per RFP along with the following and to submit signed hard/scan copy during the presentation
- Brief company profile, local presence, associates, major clients and projects etc.
 - Experience of rendering services as a firm preparing DPR of Wind Park / Wind Project
 - Understanding of assignment along with methodology indicating broad scope of work
 - Work plan and roadmap of said work
 - Proposed key personnel along with team leader and manpower commitment. The time and venue for the presentation shall be intimated to the Bidder.
 - The presentation may be schedule through video conference and link shall be shared to all eligible bidders.

Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

Employment of Officials/ Ex-Official of the Owner

Bidders are advised not to employ serving the Owner. It is also advised not to employ ex-personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of

the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice

Declaration on Bidder's Relation to Directors

The Bidders are required to certify in prescribed format Appendix 7: Declaration of Compliance, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

Letter of Award ("LOA") and Notification to Proceed

- 1) After selection of the Successful Bidder, a Letter of Award (the "LoA") shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by APDCL prior to the bid submission date.
- 2) The Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to APDCL within Seven (7) days of issue of LOA
- 3) On issue of the LoA by the Company, Authorised representative of the Successful Bidder shall submit the performance Bank Guarantee within the stipulated time.

Security Deposit

- 1) Security Deposit/ Performance Bank Guarantee in the form of Bank Guarantee (PBG) as per the format given: Format of Bank Guarantee for Security Deposit Bank Guarantee shall be furnished in favour of Chief General Manager (NRE), APDCL payable at Guwahati. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the total Contract Price, within 10(ten) days after issue of date of LOA, initially validity period of PBG should be for a total period up to six (06) months from the date of LOA. PBG shall be returned only after successful completion of entire work (as specified in the scope of work) to the satisfaction of the Owner. No interest is payable on PBG amount.
- 2) The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Consultant either fail to execute the work within the stipulated period or fail to fulfill the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Consultant.
- 3) The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-performance and / or partial performance of any

of the conditions of the contract and / or non-performance of guarantee obligations.

Fraudulent Practices

- 1) The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.
- 2) Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

--- End of Section ---

5. Scope of Work

Project Location:

The project site is KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM located in Dima Hasao District of ASSAM. The global position and other useful information of Wind Monitoring Station located in KHANDONG DYKE are as under:

Latitude	25°30'11.76" N
Longitude	92°38' 58.88" E
Elevation	737 m AMSL (SOI Topomap No.83-C10)
State	Assam
District	Dima Hasao
Taluk	Umrongso
Village	Umrongso
Nearest town	3 kilo
Nearest Railway station	Lanka
Nearest Airport	Guwahati
Topography	Open Land
Physiographic Division	complex terrain

The broad Scope of Services proposed under this RFP is as follows: **Part A**

- **Stage –I:** Collection of Wind Resource Assessment data
 - i. Collection of ground based Wind Resource Assessment data from Wind Monitoring Stations installed by NIWE at KHANDONG DYKE located in Dima Hasao District of ASSAM and its surrounding area within a radius of 60 km & all requisite information required for preparation of feasibility report cum DPR installation of MW scale Wind Power project.
 - ii. Visit site area and conduct necessary studies/survey to examine if site conditions are favorable for development of Wind power plant and grid connection.
- **Stage –II:** After finalization of the said location feasible for installation of MW scale Wind power project, conduct necessary studies for Preparation of detailed Feasibility Report and Detailed Project Report (DPR) for Mega Scale Wind Power Projects for the said location.
- **The assignment shall be broadly divided into four parts viz:**
 - i. Visit site area and conduct necessary studies/survey to examine if site conditions are favorable for development of Wind power plant and grid connection and submit the report to APDCL.

If the location is technically & economically viable for installation of large scale wind farm, then the following activities shall be carried out by the consultant:
 - ii. GEOTECHNICAL SURVEY of the proposed location
 - iii. Preparation of detailed Feasibility Report with working out various Business Models /Options/Strategy/Route for investment for Techno-commercial viability of the project considering available land, basic infrastructure, evacuation possibilities, power future market scenario,

regulation, government /MNRE guidelines etc. for the feasible locations.

- iv. Preparation of Detailed Project Report (DPR) based on the Feasibility Options selected and finer input data on engineering and other parameters etc. for the feasible locations.
- The DPR shall be prepared to meet requirement of all Financial Institution, MNRE, Govt. Regulatory bodies etc to comply with their norms for Project appraisal and sanction and approval and lending and tie up of Financing etc. In short, DPR must have a bankability to promote for investment destination.

The Broad scope of service consist of Preparation of DPR for development of MW scale Wind power projects comprising both technical & commercial analysis to understand the attractiveness, feasibility, risks & mitigation plans related with setting up of Wind Power Project. **If the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm, then the broad Scope of Services proposed under this RFP are as follows:**

1. Developing/conceptualization & preparation of action plans/roadmaps for implementation of MW scale Wind Power Projects at the proposed location by 2027.
2. Consultation with concerned Govt. authorities i.e. State/central for designing power evacuation scheme of MW scale Wind Power Projects.
3. Site visit(s). Any number of site visits as per the requirement of work.
4. Contour, Hydrology study, Soil investigation. Geotechnical investigation.
Min. 30 Nos. of boreholes or nos. as per standard design per site are considered for Soil investigation report.
Contour Survey: Grid of 5 m X 5 m for Contour Survey.
5. Preparation of Preliminary survey report.
6. Advising APDCL for availing benefits of Govt. scheme if any.
7. Preparation of Detail project report (DPR) for implementation of MW scale Wind Power Project
8. Submission/presentation of DPR to APDCL.
9. Plotting of Site, preparing Business Model & engaging EPC contractors etc.
10. Preparing from concept to the complete Power evacuation of implementation of MW scale wind power project.
11. Common facilities which are to be developed.
12. Assistance in application for Long term Open access (if applicable).

The key aspects that are to be analyzed as a part of preparation of the DPR shall include following:

- Study of site details (such as land, Wind resource, aerosols, climatic conditions, flood level, soil condition, topographic survey etc.) and basic design/ layout plan;
- Preliminary infrastructure assessment and development needs;
- Project cost estimates and related benefits;
- The scope of services includes study, investigation & preparation of report of the present characteristics of land, ambient conditions for the

requirement of Wind power projects (of indicated capacity), complete with all the infrastructure facilities etc.

Areas of investigation including but not limited to study shall include the following:

Task-I: GEOTECHNICAL Survey

(Applicable if the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm)

Task-II: Technical Assessment:

The Firm shall:

- a) First indentify the feasible project location. The scopes of the services are presented below:
 - i. Collect and study relevant data and literature from National Institute of Wind Energy (NIWE), Assam Energy Development Agency (AEDA) and other sources.
 - ii. Visit site area and conduct necessary studies/survey to examine whether the site conditions are favorable for development of Wind power plant and grid connection or not.

If the proposed location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm, then the following activities shall be carried out by the consultant:

- b) Undertake site survey including contouring, soil testing, Wind Resource assessment, also analyzed the data of Wind Resource assessment data of NIWE, effect of rise in global warming of site for the next 35 years and any other assessment or study necessary for analyzing the extent and requirement of design;(soil testing and contour survey report shall be carried out by contractor itself)
- c) Preparation of Plot Plan/ Layout design for Wind power project with optimum utilization of land/ infrastructure/ facilities; including cable trenching, area grading/ land preparation works, boundary wall/ fencing, illumination, horticulture/ green belt, landscaping, warehouses/ storage sheds & Admin Buildings, telecom infrastructure, fire-fighting system, security control room, medical & ambulance facilities, mechanical & electrical workshops etc.
- d) Prior to finalization of DPR, Consultant shall work out and provide various options of Plot sizing with energy yield estimate and other aspects of infrastructure to evaluate each option on merit of sale ability and attractiveness to investor, final tariff of the project, return on investment as a whole considering all aspects. Based on the evaluation, APDCL may finalize few options and the same may be included in DPR to project techno-economic viability of the project.
- e) Considering the infrastructure/ facilities required for optimum utilization of project, undertake construction of approach roads to project site, if required etc.
- f) Prepare a Power Evacuation Plan for Wind Power Project including 400/ 220/ 132/ 33 KV substations if required & auxiliary power distribution network, metering arrangement, cabling, lightning arrestors, transformers & associated

infrastructure; transmission lines for evacuation to nearest CTU/STU substation; augmentation of existing substations, if required etc.;

- g) Prepare a Power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point. Brief description and broad parameters of all electrical equipment;
- h) Guide for STU/CTU connectivity including application for the same and tentative planning of CTU/STU for Power evacuation system.

Task-III: Financial Assessment and Commercial Feasibility Report

(Applicable if the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm)

The Firm shall:

- a) Prepare cost estimates of individual project components, approach roads to project site, approach roads within the boundary of the project including drainage, water supply, etc., hard & soft landscaping and all other infrastructure services;
- b) Financial assessment covering financial assumptions and inputs like development phases, forecast of costs, availability of grants etc. to provide Funds Requirement, Project IRR, Pay Back Period, DSCR and other financial ratios for the Wind Power project.
- c) Financial Model shall be developed in order to provide the financial projections; that shall cover the standard modules including capital expenditure, financing plan, operating costs and financial statements;
- d) These models shall have Sensitivity Analysis developed to understand the impact of variations in major inputs parameters (such as cost, revenue, rate of interest etc.) on the output parameters/ project returns (such as IRR, RoI, RoCE, Payback period etc.).
- e) Structuring of Project Revenue Model considering the various business plan, land area requirement & technology options, suggestions for improving viability for successful marketing of the project etc.
- f) The role of the developer and operator in design, construction, finance, disposal, maintenance, and transfer shall be clearly identified. Such suggestions may include proposal for grants, if required, with justification for improving the viability of the project along with cost and phasing of such grants;
- g) Identify the sources of the funds and advise on availability of grants from any scheme/ Gol or any other organization for the Project.

Scope of Work Part B

(Applicable if the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm)

1. Preparation of tender specification for invitation of bids for supply, erection & commissioning of Wind power project including infrastructure like Roads, Sub-station / Switchyard, Drainage, Cable Trenches, water supply system, Fire station, etc.

2. Participation in pre Bid Conference and reply to Pre Bid queries & issue clarifications in consultation with APDCL.

Deliverables:

Firm shall start carrying out Geotechnical survey of feasible location; Initially Firm shall prepare a Brief Feasibility Report to understand the Business Model.

In consultation with APDCL, Firm will submit a draft DPR of Wind power project for the review by APDCL. On the written receipt of final go ahead from APDCL, Firm will submit its final DPR against the scope of work mentioned in RFP.

Deliverable	From the date of issue of letter of Intent in favour of the Firm
Part A	
Site survey including Draft Feasibility Report	<ul style="list-style-type: none"> • Within 4 weeks from the date of Letter of Award (LOA) • The feasibility of the project location will be finalized by APDCL based on the recommendation of consultant
Feasibility Report	Within 1 (one) week after receipt of written comments on the draft feasibility Report
PART B	
(Applicable if the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm)	
Geo technical Survey	Within 08 weeks from the date of finalization of feasible project location
Draft DPR	Within 7 weeks from date of acceptance and approval of Feasibility and Business Model Section of DPR
Final DPR	Within 2 (Two) weeks after acceptance of Draft DPR By APDCL
Preparation & Submission of draft Tender documents	Within 2 (two) weeks from the date of submission of final DPR.

Complete work shall be completed in all respect within 06 months from the date of LOA.

Confidentiality of Data and Documents:

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the APDCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of APDCL.

6. General Terms and Conditions

6.1 Use of Contract Documents & Information

6.1.1 The Consultant shall not, without APDCL's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern therewith to any person other than person employed by the Consultant in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend strictly for purpose of performance only.

6.1.2 The Consultant shall not, without APDCL's prior written consent, make use of any document or information except for purpose of performing the Contract.

6.1.3 Any document other than the Contract itself shall remain the property of APDCL.

6.2 Patent Rights

The Consultant shall indemnify APDCL against third party claims of infringement of patent, trademark or rights arising from use of goods/design or any part thereof.

6.3 Statutory Responsibility

The Consultant shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

6.4 Insolvency and Breach of Contract

APDCL may at any time by notice in writing summarily terminate the Contract without compensation to the Consultant in any of the following events:

If the Consultant at any time, is adjudged insolvent or have a receiving order or order from administration of its state made against it or shall take any proceeding for compensation under any Insolvency Act for the time being in force or make any conveyance or assignment with its creditors or suspend payment. If the Consultant being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the Court or debenture holder to appoint a Receiver, Liquidator or Manager.

6.5 Timeline

The Consultant shall provide full program of the work schedule in Bar/ PERT Chart indicating completion schedule for various items involved in the work within the stipulated completion period and the Consultant should strictly adhere to that schedule. Strict adherence and guaranteed completion schedule mentioned in terms and conditions shall be the essence of the Contract and must be maintained.

The entire work (as specified in scope of work) must be completed within schedule as mentioned in deliverables. The issue of LoA shall be considered as the Zero Date.

6.6 Delay in Execution or Failure to complete the Contract

- i. Any delay in completion of the work shall attract liquidated damage/ penalty for late completion as per Liquidated Damage (Clause 6.7) of this Tender.
- ii. If the Consultant fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of LoA or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, APDCL shall have the right to get the work done through any other agency at the risk and cost of the Consultant. Further to this, APDCL may, without prejudice to the right of the Consultant to recover damages for breach of trust of the Contract, may impose penalties.
- iii. If, at any time, the CONSULTANT's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed activities, the CONSULTANT shall submit to the OWNER, a revised program with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The CONSULTANT shall, at the same time/forthwith notify promptly to APDCL of the steps being taken to expedite progress of the activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Consultant shall in order to overcome the situation, forthwith legalize required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.

In case further slippage is observed in the progress of activities, as per agreed time schedule or failure by Consultant, at any stage of the Contract, to perform the Contract diligently to fulfill his obligations as per the Contract, APDCL reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the Consultant to ensure completion of the work in line with the agreed time schedule. Further, APDCL will also deduct Liquidated Damages (LD) arising out of any such delay, if any, as per the terms of this tender document or recover the costs, expenses, losses, damages incurred or suffered by APDCL as per the recourse available under this tender document or any other law for the time being in force.

6.7 Liquidated Damages for Delay

- i. For any delays attributable to the Consultant beyond the scheduled period of completion of the entire work as per the agreed completion schedule, the Consultant shall pay to Owner liquidated damages at the **rate of 0.5% of contract value per week subject to maximum 5% of contract value.**
- ii. The said right of the APDCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Consultant
- iii. Any strike / lockouts at works or site of the Consultant or his sub-supplier/subcontractor shall not be considered as force majeure condition
- iv. For calculation of LD, date of issue of LOI shall be the reference date

6.8 Termination for Default

- i. The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by APDCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.
- ii. In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Consultant shall be liable to the Owner for any excess costs for such similar goods. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

6.9 Breach and Cancellation of the Contract

- i. In case of non-performance in any form or change of the covenant and conditions of the Contract by the Consultant, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Consultant that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.
- ii. The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the Services not so delivered or order assignments or services of similar description (opinion of the Owner shall be final) at the risk and cost of the Consultant.

6.10 Force Majeure

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- ii. The term "Force Majeure" shall have herein mean riots (other than among the Consultant's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by APDCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, APDCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- vi. The Consultant shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

6.11 Insurance

- i. During the Contract period, all insurance shall be taken by the Consultant and related expenses shall be borne by the Consultant. The Owner shall not incur any financial loss.
- ii. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Consultant shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Consultant.
- iii. The Consultant shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Consultant shall also undertake a Third Party Insurance. The Owner shall not be responsible for any such loss or mishap.

6.12 Software, Tools and Tackles

The Consultant shall provide technically suitable tools and tackles, equipment's, Machineries, Software. conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles, equipment's, Machineries etc for execution of the work

6.13 Responsibility of the Bidder

- a) The Bidder shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure.
- b) If the final DPR is not found to be technical feasible for installation of MW scale wind farm projects during execution of the project, APDCL reserves the right to initiate any punitive legal action against the selected consultant for submission of the manipulative DPR.

6.14 Governing Language

The Contract shall be written in English Language. All correspondence and documents pertaining to the Contract, which are exchanged by the Owner and Consultant, shall be written in English.

6.15 Order Amendments

No variation in or modification of the terms of the contract shall be made except by written amendments issued by the Owner.

6.16 Assignments or Subletting of Contract

The Consultant shall not, without the prior consent in writing of the Owner, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve the Consultant from any obligation, duty or responsibility under the Contract.

6.17 Subcontracts

- i. The Consultant shall notify the Owner in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification in its original Bid or later shall not relieve the Consultant from any liability or obligation under the Contract.
- ii. Subcontracting a work shall not, under any circumstances, relieve the Consultant from its obligations towards the Project and the Owner.
- iii. In case, the Consultant engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License/permits for carrying out such part of the work.

6.18 Terms of Payment

Terms of Payment

Sl. No	Milestone for Works	Amount
1	Part – A:	
1.1	Analysis of Wind Resource Assessment Data including site survey of the proposed location, Submission of Feasibility Report and its acceptance by APDCL	100% of quoted price against Part-A
2	Part – B: (Applicable if the location is found technically & economically viable for installation of large scale wind farm)	
2.1	Completion of GEO Technical Survey, Submission of Draft DPR and its acceptance by APDCL	30% of quoted price against Part -B
2.2	Submission of the Final DPR and its acceptance by APDCL	50% of quoted price against Part -B
2.3	Submission of draft Tender documents and its acceptance by APDCL	20% of quoted price against Part -B

6.19 Payments Procedure

Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Consultant shall be entitled to payment as follows

- a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LoA/Contract Agreement. **All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.**
- b. The Consultant shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to APDCL. **After due verification and recommendation, APDCL shall process verified bills for release of payment.**
- c. The Consultant shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
- d. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- e. In case Consultant fails to submit the invoice with all the required documents to process payments, APDCL reserves the right to hold the payment of the Consultant against such bills.
- f. While making payment for each invoice, amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of

GST pertains to respective bill amount in GST return for concern invoice after due verification.

6.20 Arbitration

If at any time, any question, disputes or differences whatsoever shall rise between APDCL and the Consultant, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by APDCL the other by the Consultant and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 30 (thirty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers retired or sitting Judge of India, as the case may be shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the President of the IOE making such an appointment shall be furnished to both parties. The arbitration shall be held at Guwahati or any other place as may be decided by the Managing Director, APDCL. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between APDCL and the Consultant

6.21 Court of Competent Jurisdiction

The Courts of Guwahati for APDCL shall have exclusive jurisdiction in all matters arising under the Contract.

6.22 Law and Procedure

- i. The law which is to apply to the Contract and under which the Contract is to be construed shall be Indian Law.
- ii. The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

6.23 Construction of Contract

The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

6.24 Notices

- i. For all purpose of the Contract, including arbitration there under, the address of the Consultant mentioned in the Bid shall be the address to which all communications addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to APDCL. The Consultant shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.

- ii. Any communication or notice on behalf of the Owner in relation to the Contract Agreement may be issued to the Consultant by the Owner and all such communication and notice may be served on the Consultant either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.
- iii. Instructions or notices to the Consultant and notices from the Consultant to APDCL recorded in a minute signed by the authorized representatives of both APDCL and the Consultant. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

6.25 Risk Purchase

If the Consultant fails, on receipt of the LoA, to take up the work within a reasonable period or leave the work Site after partial execution of the work, APDCL shall have the liberty to get the work done through other agency at the Consultant's own risk and additional cost if any. If the situation, so warrants, to compel APDCL to cancel the LoA placed on the Consultant, it shall be liable to compensate the loss or damage, which APDCL may sustain due to reasons of failure on Consultant's part to execute the work in time.

6.26 Confidential information

- i. APDCL and the Consultant 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 termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor(s) such documents, data and other information it receives from APDCL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Consultant
- ii. Notwithstanding the generality of the foregoing all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Consultant, by the Company in connection with the performance of the Contract shall be held confidential by the Consultant and shall remain the property of the Company and shall not be used or disclosed to third parties by the Consultant for any purpose other than for which they have been supplied or prepared. The Consultant may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract under this Clause
- iii. Maps, layouts and photographs of the unit/integrated plant including its surrounding region's showing vital installation for national security

shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.

- iv. Title to secret processes, if any, developed by the Consultant on an exclusive basis and employed in the design of the unit shall remain with the Consultant. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Consultant and execution by such third parties of secrecy agreements satisfactory to the Consultant prior to disclosure.
- v. Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Consultant has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- vi. The obligation of a party under this Clause, however, shall not apply to that information which: a. now or hereafter enters the public domain through no fault of that Party b. 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 hereto, or Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality
- vii. The above provisions of this Clause 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 Facilities or any part thereof.
- viii. The provisions of this Clause shall survive Termination, for whatever reason, of the Contract.

6.27 Limitation of Liability (LLP)

- i. The total liability of the Consultant under or in connection with this Tender and the consequent Contract shall not exceed the full Contract Price inclusive of taxes and duties.
- ii. This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Consultant.

--- End of Section ---

7. Special Terms and Conditions

Definition

- i. The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.
- ii. Objective of the Work/Assignment: The main objective of this work is *"Identification of possible site location feasible for MW scale Wind Power Project and Preparation of DPR for the proposed feasible locations in the State of Assam.*

Location of Site

The work is to be carried out **KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM** located in Dima Hasao District of ASSAM. The global position and other useful information of Wind Monitoring Station located in **KHANDONG DYKE** are as under:

Latitude	25°30'11.76" N
Longitude	92°38' 58.88" E
Elevation	737 m AMSL (SOI Topomap No.83-C10)
State	Assam
District	Dima Hasao
Taluk	Umrongso
Village	Umrongso
Nearest town	3 kilo
Nearest Railway station	Lanka
Nearest Airport	Guwahati
Topography	Open Land
Physiographic Division	complex terrain

Mode of Execution

All the work shall be executed strictly in conformity with the provisions of the Contract documents, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The Consultant shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials/equipment's and labour throughout the job/assignment completion in strict accordance with the specifications and relevant IS standards and to the entire satisfaction of the Owner.

Units & Standards/Codes/Regulation

The International System of Units (SI) shall be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Consultant. In case of such Indian Standards/Codes/Regulations being not available in particular areas, applicable and acceptable international standards shall be followed. The Consultant shall also comply with any changes / modifications in

the Standards while undertaking the above studies and preparation of various reports.

Program of Work

The Consultant shall submit the program of work within 07 days from the date of receipt of Letter of Award. The program shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

Completion Schedule

- i. Initially the Firm shall conduct site survey & necessary studies/survey to examine feasibility of the proposed location based on Wind Resource Assessment Data (like wind speed, power density, power law index, air density, energy pattern factor, frequency distribution, wind rose information, weibull parameter etc.) of wind monitoring station installed by NIWE in the State of Assam.
- ii. Based on study, the Firm will prepare draft feasible report and submit to APDCL for review. **On the written receipt of final go ahead from APDCL the Firm shall prepare a Brief Feasibility Report to understand the Business Model.**
- iii. In consultation with APDCL, Firm will submit a draft DPR of Wind Power Project for the review by APDCL. On the written receipt of final go ahead from APDCL, Firm will submit its final DPR against the scope of work mentioned in RFP.

Deliverable	From the date of issue of letter of Intent in favour of the Firm
Part A	
Site survey including Draft Feasibility Report	<ul style="list-style-type: none"> • Within 4 weeks from the date of Letter of Award (LOA) • The feasibility of the project location will be finalized by APDCL based on the recommendation of consultant
Feasibility Report	Within 1 (one) week after receipt of written comments on the draft feasibility Report
PART B	
(Applicable if the location KHANDONG DYKE and its surrounding area within a radius of 60 km is found technically & economically viable for installation of large scale wind farm)	
Geo technical Survey	Within 08 weeks from the date of finalization of feasible project location
Draft DPR	Within 7 weeks from date of acceptance and approval of Feasibility and Business Model Section of DPR
Final DPR	Within 2 (Two) weeks after acceptance of Draft DPR By APDCL
Preparation & Submission of draft Tender documents	Within 2 (two) weeks from the date of submission of final DPR.

Site Inspection & Basis of Bid

The volume and quantity of work indicated in schedule of works may vary. The Bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. The Bidder should be specially note that it is Bidder responsibility to provide any items which is not specifically mentioned in the specifications and scope, but which is necessary to complete the work and Bidder shall make his own arrangements for the transport of personnel and equipment to the site and for the stay and boarding facilities of their team during the work. No extra claim will be entertained at post bidding stage.

Price Escalation

The rate(s) quoted against the work shall remain firm during the entire Contract period.

Taxes and Duties

- i. The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- ii. Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.
- iii. Statutory variations in the tax shall be permitted as under:

(A) Statutory variations during original contractual completion period:

- If any increase takes place in taxes and duties due to statutory variation, then APDCL shall admit the same on production of documentary Evidences
- If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to APDCL or APDCL shall admit the decreased rate of taxes and duties while making the payment.

(B) Statutory variations beyond original contractual completion period:

- i. If reasons for extension of contractual completion period are attributable solely to APDCL, the provisions of (A) above shall apply.
- ii. If reasons for extension of contractual completion period is attributable to Bidder, then:
 - (a) If any increase takes place in taxes and duties due to statutory variation, then APDCL shall not admit the same; however APDCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
 - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to APDCL or APDCL shall admit the decreased rate of taxes and duties while making the payment.
- iii. Variation on account of exchange rate will not be payable.

Labor Engagement

The Bidder shall comply to various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Consultant and he shall have to make good loss, if any, suffered by APDCL on account of default in this regard by the Consultant.

Termination on the death of Consultant

Without prejudice to any of the rights or remedies under this contract, if the Consultant dies, the Engineer-in-Charge on behalf of APDCL shall have the option of terminating the Contract without compensation to the Consultant.

Retired Government servants taking to Contract

No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as Consultant for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the Consultant or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the Consultant's service as the case may be.

--- End of Section ---

Appendix -1: Format for covering letter (On the official letter head of the bidder)

From:

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Ref: RfP No.

Sir/Madam

I/We, the undersigned have carefully examined and understood the tender document. I /we hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, we shall complete the work as per the prescribed schedule in the tender

Authorized signatory

Name & designation with seal

Date:

Place

Appendix -2: Details of Bidder

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Sub: Submission of the RFP Document No. Dated.....

i		
(a)	Name of the Bidder	
(b)	Registered Office Address	
(c)	Telephone No. & Fax No	
(d)	E-mail ID & Website	
(e)	GST No. (Copy Attached: Yes/No)	
(f)	Income Tax Permanent Account No (Copy of PAN Attached: Yes /No)	
ii	Details of individual(s) who will serve as the point of contact/ communication for company	
(a)	Name	
(b)	Designation	
(c)	Company	
(d)	Address	
(e)	Telephone Number	
(f)	E-mail address	
iii	Particulars of the Authorized Signatory of the Bidder	
(a)	Name	
(b)	Designation	

(c)	Address	
(d)	Telephone Number	
(e)	E-mail address	
iv	Details of current business of the Applicant	
v	Detail of experience in renewable energy sector (use separate sheet if required) required as per Eligibility Criteria	
vi	Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no)	
vii	Any other information (use separate sheet)	

Company Seal

Signature of Bidder

Appendix -3: Format of details of similar Technical experience

INSTRUCTIONS:

- a) The Bidder shall indicate similar experience DPR Preparation herein.
 b) The Bidder shall duly attach the Letter of Award (LOA) and Certificate of Satisfactory Completion of Work from the Client.

1. Details of similar work executed during last 3 years:

Sr. No	Project Site Details	MW Capacity	Year of Completion	No. of orders in hand
1				
2				
3				
4				

Details

Project Title		
Client		Duration(Start; end date)
Contract Value	Person Months input	Total Person Months under the contract
Narrative description of project:		
Activities performed highlighting relevant experience for the present assignment:		

2. Financial Information's:

Financial data for last three audited Financial Year

Sr. No	Description	FY 2020-21	FY 2021-22	FY 2022-23
1	Current Assets			
2	Current Liabilities			
3	Working Capital(1-2)			
4	Annual Turnover			
5	Paid Up Share capital			
6	Free Reserves and Surplus			
7	Net worth of Bidder Funds			
8	Profits before Taxes			
9	Return on Equity			

Attached are copies of the last three audited balance sheets, including all related notes, and income statements as indicated above, complying with the following:

- i. All such documents reflecting the financial situation of the Bidder.
- ii. Historic financial statements must be audited by a certified Chartered Accountant and must be complete, including all notes to the financial statements
- iii. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be accepted).
- iv. Filling up of all information is mandatory. Not providing any information or not in line with audited reports accompanied shall make Bid liable for rejection.

Company Seal

Signature of Bidder

Appendix -4: Details of Qualified Technical Staff (proposed to be associated with assignment) along with Curriculum Vitae

Sr. No	Name of Staff	Educational Qualification	Position in the Firm	Years of Relevant Experience	Expertise
1					
2					
3					
4					
5					
6					

Format of Curriculum Vitae (to be provided by all the Team Members including Team Leader) (Note: One person can apply in one position only)

1. Name of Staff:
2. Proposed Position:
3. Employer:
4. Date of Birth:
5. Nationality:
6. Education

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Year Obtained

7. Countries of Work Experience:
8. Languages:
9. Employment Record

Name of the Firm	From – To Date	Designation/ Position held

10. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

Note:

Kindly submit copies of CV and appropriate certifications with this sheet. Additional sheets may be used to provide accurate information.

Appendix -5: Declaration of Compliance

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Sub: Declaration of compliance for the Bid for Advisory Services for identification of feasible project site, conceptualization & preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, Geotechnical survey, Topography survey, contour survey, Hydrological study for development of MW scale wind power project in **KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM located in Dima Hasao District of ASSAM.**

Dear Sir,

This is to certify that I _____, am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The authorization letter is attached herewith.

I agree to all the terms and conditions set forth in this RFP Document.

If awarded the job, the job work shall also conform to the terms and conditions, as well as specifications indicated in the RFP documents and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

Signature: _____ Designation: _____

Name: _____ Organization: _____

Address: Phone: _____

Email:

Appendix -6: No Deviation Certificate

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Sub: No deviation certificate regarding Bid for Advisory Services for identification of feasible project site, conceptualization & preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, Geotechnical survey, Topography survey, contour survey, Hydrological study for development of MW scale wind power project in KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM located in Dima Hasao District of ASSAM.

Dear Sir,

We _____ (Bidder's name),
confirm our acceptance to all terms and conditions mentioned in the RFP Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

SEAL AND SIGNATURE OF BIDDER

Date: _____

Appendix -7: Declaration on Bidder's relation to Directors

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Sub: Declaration of relationship with Directors/any other employee/associates.

Dear Sir,

This has reference to our proposed Contract regarding Bid for Advisory Services for identification of feasible project site, conceptualization & preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, Geotechnical survey, Topography survey, contour survey, Hydrological study for development of MW scale wind power project in feasible location in the State of Assam to be entered into Agreement with Assam Power Distribution Company Limited

For the purpose of Section 297/299 of the Companies Act, 1956 we certify that to the best of my/our knowledge;

- 1) I am not a relative of any Director of APDCL;
- 2) We are not a firm in which a Director of APDCL or its relative is a partner;
- 3) I am not a partner in a firm in which a Director of APDCL, or its relative is a partner;
- 4) We are not a private company in which a Director of APDCL is a member or director;
- 5) We are not a company in which Directors of APDCL hold more than 2% of the paid-up share capital of our company or vice-versa.

Authorised Signatory of the Contracting Party

Place:

Date:

Appendix -8: Format of Power of Attorney as Authorized Signatory

(On a non-judicial stamp paper of appropriate value)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate and appoint Mr. / Ms(Name),son/daughter/wife of and presently residing at.....,who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **Bid for Advisory Services for identification of feasible project site, conceptualization & preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, Geotechnical survey, Topography survey, contour survey, Hydrological study for development of MW scale wind power project in KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM located in Dima Hasao District of ASSAM.**, pursuant to the RFP document no. issued by Assam Power Distribution Company Limited ("APDCL") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders" and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with APDCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 71legalized71(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be 71legalized by the Indian Embassy and 71legalized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be 71legalized by the Indian Embassy if it carries a conforming Apostile certificate.*
4. *This format for Power of Attorney is for reference and in case a Bidder has a different format approved by their management then the same can submitted.*

Appendix -9: Format of Summary of Audited Financial statements

To,

The Chief General Manager (NRE)
Assam Power Distribution Company Limited
Bijulee Bhawan, Annex Building, 2nd Floor
Paltanbazar, Guwahati – 01, Assam
Email: cgm.nre@apdcl.org

Sub: Summary of Financial Statement

Ref: Request for Proposal for Bid for Appointment of Consultant for identification of feasible project site, Preparation of Feasibility cum Detailed Project Report (DPR) for Bid for Advisory Services for conceptualization & preparation of feasibility cum detailed project report (DPR) along with work of soil investigation, Geotechnical survey, Topography survey, contour survey, Hydrological study for development of MW scale wind power project in **KHANDONG DYKE AND ITS SURROUNDING AREA WITHIN A RADIUS OF 60 KM** located in Dima Hasao District of ASSAM.

Dear Sir,

This is to certify that..... *[Insert name of Bidder]* (The "Bidder") " having its Registered Office at..... *[Insert Registered Address of the Bidder]* with PAN No.....*[Insert PAN No. of the Bidder]* is in the business of..... *[Insert briefly the nature of the business]*, has recorded the following turnovers and net worth:

Financial Year	Turnover (in INR)	Net worth (in INR)	For official use
			Audited Statement attached
			Yes/No
FY 2020-21			Yes/No
FY 2021-22			Yes/No
FY 2022-23			

All figures indicated herein are arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

Sincerely yours,

[Official seal of the Chartered Accountant]

[Insert Name of the Chartered Accountant]

Date:

[Insert address and contact information of the Chartered Accountant]

Place:

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

NOTES:

- A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company, then a similar certificate summarizing the financial statement of the Parent Company shall be attached by the Bidder as a part of the Bid.
- B. All audited statements to be attached by the Bidder as a part of the Bid.

Appendix -10: Format of Bank Guarantee for Security deposit /Performance Bank Guarantee

[To be on non-judicial stamp paper of Rupees Three Hundred Only (INR 300/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No.Bank Guarantee No. Dated:

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

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

Our liability under this Guarantee is restricted to Rs._____only).

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Selected Consultant] and/or any other person.

The Guarantor Bank shall not require APDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APDCL in respect of any payment made hereunder

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

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

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

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

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

Signature _____

Name _____

Power of Attorney No. _____ For

_____ [Insert Name of the Bank]

Banker's Stamp and Full Address. Dated

this _____ day of __, 20

Witness:

1.

.....

.....

..... Signature

Name and Address

2.

.....
.....
.....

Signature

Name and Address

Notes:

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