

# **ASSAM POWER GENERATION CORPORATION LTD**

**Office of the Chief General Manager (NRE), APGCL**

**Bijulee Bhawan, 3<sup>rd</sup> floor, Paltanbazar, Guwahati-781001, Assam**

**E-mail: [cgmre@apgcl.com](mailto:cgmre@apgcl.com), Tele-Fax: 0361-2739546, Website: [www.apgcl.org](http://www.apgcl.org)**



## **BID DOCUMENT**

**FOR**  
**ENGAGEMENT OF CONSULTANT FOR**  
**PREPARATION OF DETAILED PROJECT REPORT**  
**FOR 10 MW GRID CONNECTED SOLAR PV PROJECT**  
**IN**  
**MAJULI DISTRICT, ASSAM**

BID NO: APGCL/CGM (NRE)/MAJULI SOLAR PROJECT/04 Dated: 17/11/2020

Last Date & Time of receipt of E-Tender : 01 / 12 /2020 upto 13:00 Hrs

Date & Time of opening of Techno commercial bids : 01/12 / 2020 at 13:30 Hrs

## **Assam Power Generation Corporation Ltd.**

(A successor Company of Erstwhile ASEB)

BIJULEE BHAWAN, PALTAN BAZAR GUWAHATI- 781001

**Website: [www.apgcl.org](http://www.apgcl.org) E-Mail: [cgmnr@apgcl.com](mailto:cgmnr@apgcl.com)**

### **NOTICE INVITING TENDER**

Assam Power Generation Corporation Limited (APGCL) invites in Single bid systems (Techno Commercial & Financial) from eligible bidders for preparation of Detailed Project Reports (DPRs) as per the scope of the work given in this document for 10 MW Grid Connected Solar PV Power Project in Majuli, Assam.

- i. Bid document shall be available in the APGCL portal- [apgcl.org](http://apgcl.org) from 17.11.2020 to 30.11.2020.
- ii. **Last Date/ Time for receipt of bids through registered post/ courier service or by hand** : 01/12/2020 upto 13.00 Hours. the **Technical Bid** must be submitted within **Stipulated time before opening of the technical Bid** to the **Chief General Manager (NRE), APGCL, 3<sup>rd</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati – 01**
- iii. Techno Commercial BID shall be opened on 01.12.2020 at 13.30 Hours.  
The cost of tender processing fee and the Earnest money for the bid shall be as details below:

<b>Item</b>	<b>Place</b>	<b>Earnest Money In Rs.</b>	<b>Cost of Tender Processing Fee In Rs</b>
Preparation of Detailed Project Report (DPR) for 10 MW Grid Connected Solar PV Power Project in Majuli, Assam	Majuli, Assam	Rs. 10,000.00	Rs. 2000.00

- iv. The bidder shall submit tender processing fee and EMD through Demand Draft in favour of Deputy General Manager(F&A), APGCL .
- v. Any Proposal found not containing Tender Processing Fee, Earnest Money & Price BID will be considered as non-responsive BID and will not be evaluated further. Bidder shall submit the signed (by authorized signatory) & stamped copy of the Bid Document (on each page) along with their response.
- vi. For any clarification bidders/applicants may contact at phone No 0361-2635812 or send their query to [cgmnr@apgcl.com](mailto:cgmnr@apgcl.com) .

**Chief General Manager (NRE)**

APGCL, Bijulee Bhawan, Paltanbazar, Guwahati-1

### **Definitions & Abbreviations**

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

**"Applicant"** shall mean the bidder responding to the Bid document with intent to get selected with APGCL for consultancy work.

**"Authority"** Assam Power Generation Corporation Limited

**"Change in Law"** means any new law or statute, or any change, variation, modification, repeal or amendment to any existing law or statute, including any change in case/judge made law, or in any governmental order, directive or regulations, or any change consequent upon any relevant decision or ruling by any governmental or municipal body as to the correct interpretation or application of any law impacting the RFP.

**"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.

**"Competent Authority"** shall mean Chief General Manager (NRE), APGCL himself and/or a person or group of person(s) nominated by Chief General Manager (NRE), APGCL for the mentioned purpose herein.

**"Company"** means a company formed under the Companies Act 1956/ Companies Act 2013.

**"Consultant"** means a company and registered in India having an office in India and authorized to carry out consultancy services as per the Indian Law.

**"Contract"** means agreement between APGCL and successful Bidder/ Applicant as a result of evaluation of the bidding process to execute the work defined in the bid document.

**"EPC"** means Engineering Procurement & Construction work for development of solar park/solar PV project.

**"EPC Contractor"** means the company/companies awarded the EPC works.

**"Engineer-in-Charge"** will be the officer designated by APGCL to monitor, manage & interact with selected consultant with respect to scope of works & she / he will also communicate APGCL's decision on the matters relevant to the Consultant's work.

**"Grid Connected Solar PV Project"** shall mean a Solar PV Plant which can supply the generated electricity to the Grid and which is designed & operated as per Indian Electricity Grid Code and prudent utility practices.

**"Law"** means any statute, law, rule, regulations, code, ordinance, judgment, decree, writ, order, requirement of permits, any appointments, decisions, acts, instructions, requirements, directives and notifications of any Government Authority or any court or tribunal or arbitrator having jurisdiction over the matters in question or the like including those related to taxes, duties, assessment, expropriation or authoritative interpretation as may be modified, enacted, re-interpreted or revised from time to time, and the official interpretations thereof, applicable to this bid document.

**"Letter of Award / Award"**, shall mean the letter issued to the successful bidder to execute the services expressed under RFP document.

**"Project"** works defined under scope of work & to be undertaken by successful bidder.

**"RFP"** shall mean Request for Proposal (RFP)/Tender document/Bid Document.

## **1. General Description of Project:**

### **1.1 Background**

Ministry of New and renewable Energy (MNRE) has set a target of 100 GW Solar Power Projects to be installed by 2022.

In line with National Agenda and as part of initiatives for promotion of MW scale generation in Assam through solar route, Assam Power Generation Corporation Limited (APGCL) is going to develop a one solar power project of 10 MW in Majuli, Assam.

To develop the proposed Solar power project, APGCL invites eligible consultant to submit their proposal for preparation of Detailed Project Report (DPR) for the project. Details of scope of works and other terms & conditions are elaborated in the RFP document.

With this background, APGCL invites Request for Proposal for eligible bidder through this RFP No. APGCL/CGM (NRE)/ MAJULI SOLAR PROJECT /04 Dated 17.11.2020 as consultants of APGCL for preparation of DPR for the said project.

### **1.2 Scope of Work:**

The scopes of services include study, investigation & preparation of report of the available characteristics of land topography, soil & sub soil environment, ambient conditions, water and also prepare a detailed master plan to suit the requirement of the project, complete with all the infrastructure facilities including road, drainage, street lighting, water storage tanks & along with water main distribution network, power evacuation & distribution network, sewage disposal network along with treatment plant for water (if required). The scope also

includes preparation of Bill of Quantity, Specifications, estimates for enabling APGCL to carry out bidding for finalization of EPC contracts for various major component of project viz. Civil, Electrical, IT, Mechanical & Plumbing etc. Areas of investigation and study will cover the following.

#### **1.2.1 Land topography:**

Consultant shall carryout the land topography, in a grid size of 50 m X 50 m. Based on the topography data, the consultant should grade the land and quantify the requirement of land filling/levelling/ excavation for the development of solar power plant.

#### **1.2.2 Drainage Study:**

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

#### **1.2.3 Solar Plant Capacity**

Based on the land area available & suitable technology assessment, consultant shall suggest installation capacity of Photovoltaic Solar Power Plant in the proposed location.

#### **1.2.4 Method of Implementation of the Project**

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

#### **1.2.5 Power Evacuation from the project**

Consultant shall carryout load flow study and recommend the method of power evacuation after consultations with concerned authorities (viz. STU/CTU/Power Grid etc.), along with details regarding evacuation infrastructure available in vicinity of project location for optimizing the power evacuation. The consultant shall also work out the bill of material along with cost estimate for creation of the required evacuation infrastructure.

#### **1.2.6 Resource assessment & existing infrastructure**

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

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

### **1.2.7 Technical Detailing & Basic Engineering Design**

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

- ❖ Site levelling & grading, site fencing work, marking of plots, area lighting, gate complex, green belt, drainage, plantation of shrubs & sewage treatment/disposal plan etc.
- ❖ Road network plan including existing road, Onsite and Off-side proposed road/connecting road, watch towers.
- ❖ Power Evacuation Plan including substation, transmission lines, cabling, Lightning arrester, transformer, Supervisory Control and Data Acquisition (SCADA) & associated infrastructure details etc. The consultant shall suggest various alternatives considering underground cable network, overhead lines etc. along with cost details of each system to enable APGCL to select the appropriate design. Further, the consultant shall also suggest various alternatives for step up voltage selection to optimize the electrical evacuation facilities.
- ❖ Water demand estimation, water sources, storage system (including underground water), water treatment, and distribution network including piping & pumps details.

### **1.2.8 Cost Estimation & Financials details:**

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

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

### **1.2.9 Review of Environmental Issues:**

Review the existing environmental laws and regulations and report environmental issues that may arise as a result of the implementation of the project. Highlighting climatic /

environmental / seismic / anthropogenic factors which can affect progress, life, performance of solar plants. The environmental impact assessment shall include:

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

Potential hazards and risks to be foreseen and its mitigation measures.

#### **1.2.10 Social & Local issues**

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

#### **1.2.11 Legal and Statutory Aspects**

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

#### **1.2.12 Preliminary Yield Analysis:**

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

#### **1.2.13 Learning from Previous Projects of similar Nature**

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

#### **1.2.14 Benefits of the project:**

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

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

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

#### **Note:**

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

## **2.0 Instruction to Applicant**

### **2.1 Preparation and Submission of Application:**

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

- 2.1.1 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this document) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted, marked "COPY".
- 2.1.2 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in **blue ink**. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together.
- 2.1.3 At the time of submission of BID, the Bidder shall be required to submit Bid Security of an amount Rs 10,000/- (Rupees Ten Thousand only) through Demand Draft. If declared successful, the consultant must submit a Performance Bank Guarantee (PBG) as per Annexure E of 10% of the award value in favour of Chief General Manager (NRE), APGCL from a scheduled Bank within 7 days from the issue of Letter of Award. Performance guarantee will be valid for 180 days from the issue of LOA, with an additional claim period of 30 days. BID Security of



unsuccessful bidders shall be returned to the respective bidders The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month. The Bid Security of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award and furnished the required Performance Guarantee in acceptable form.

- 2.1.4 Price quoted by the bidder should be on fixed **Lump sum** basis inclusive of all taxes & duties, No escalation shall be payable on the price quoted by the selected bidder.

## 2.2 Sealing of Application

Duly filled in documents as per the following formats need to be submitted along with the RFP, properly indexed & in the following order.

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

- 2.3 Each application shall clearly indicate the name and address of the Applicant. In addition, the Application due date shall be indicated on the right hand corner of each of the envelopes.

## 2.4 The application shall be furnished strictly in the following manner

- (i) One small size envelope inserting original Demand Draft for the application processing fee. This envelope shall be super scribed "**APPLICATION PROCESSING FEES**" & one small size envelope for "**BID Security**" inserting original Demand Draft and super-scribed as "**BID Security**", which must be super scribed "BID SECURITY against NIT No. APGCL/CGM (NRE)/MAJULI SOLAR PROJECT/04 Dated 17.11.2020

- (ii) One medium size envelope for "**Techno Commercial BID**" which must be super scribed "TECHNO COMMERCIAL BID against "NIT No. APGCL/CGM(NRE)/MAJULI SOLAR PROJECT/04 Dated 17.11.2020
- (iii) A big size envelope containing all the above three envelopes which shall be super scribed "**RFP OF BIDDERS FOR Detailed Project Report** against "NIT No. APGCL/CGM(NRE)/MAJULI SOLAR PROJECT/04 Dated 17.11.2020
- (v) All the above envelopes shall be duly sealed individually
- (vi) All the documents with respect to BID/RFP should be numbered, bound in spiral binding form & should be addressed to the Chief General Manager (NRE), Assam Power Generation Corporation Limited, Bijulee Bhawan, Paltanbazar, Guwahati – 781001 & **shall reach the Tender Drop Box within stipulated time kept outside of the office chamber of** Chief General Manager (NRE), Assam Power Generation Corporation Limited, Bijulee Bhawan, Paltanbazar, Guwahati – 781001.
- (vii) If the envelopes are not properly sealed, marked & reach the Tender Drop Box as instructed above, APGCL assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- (viii) Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.5 Language:**

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

## **2.7 Acknowledgement by Applicant**

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

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

## **2.8 Right to accept/ reject any Application**

- 2.8.1 Notwithstanding anything contained in this document, Authority reserves the right to accept or reject any Application and to annul the selection Process and

reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Authority may, at its discretion, invite all eligible Applicants to submit fresh Applications.

2.8.2 APGCL reserves the right to reject any Application if

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

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

2.9 **Amendment to this document**

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

2.10 **Modifications/ substitutions/ withdrawal of Applications**

2.10.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by APGCL prior to the last date of submission of response to RFP. No Application shall be modified, substituted or withdrawn by the applicant on or after this

2.10.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked as per procedure mentioned above and delivered before opening of Techno-commercial BID, with the envelopes being additionally marked **"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.**

2.10.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by APGCL, shall be disregarded.

2.11 **Clarifications**

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

APGCL may on a suo-moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by APGCL shall form part of this document. All applicants can refer APGCL's website [www.apgcl.org](http://www.apgcl.org) for any clarifications and amendments hereto. No separate reply/ intimation shall be given for the above, elsewhere.

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

#### **2.12 Late BIDs:**

APGCL shall not consider any BID that arrives after the deadline for submission of BIDs. The prospective **Bidders may arrange to hand deliver the sealed envelope at above address before the closing date and time.** The Bidders may also send proposal by registered post / Speed post so as to reach above address before bid closing date and time. APGCL will not be responsible for non-delivery / late delivery of proposals sent by post.

#### **2.13 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Award shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising APGCL in relation to, or matters arising out of. APGCL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. APGCL 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 APGCL or as may be required by law or in connection with any legal process.

#### **2.14 Conditions for Forfeiture of BID Security**

If the successful bidder fails to furnish the acceptance of Letter of Award along with required documents including Performance Bank Guarantee within the time limit of 7(Seven) days from the date of issuance of LOA, the Bid Security shall be forfeited.

#### **2.15 Ineligibility for Future Tenders**

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

#### **2.16 Determination of Responsiveness**

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

2.16.1 that effects in any substantial way the scope quality or performance of the contract or

2.16.2 that limits in any substantial way inconsistent with the bidding document the APGCL's right or the successful bidders obligation under the contract or

2.16.3 whose rectification would unfairly affect the competitive position of other substantially responsive BIDs.

## 2.17 **Discrepancies in BID**

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

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

## 2.18 **Obligations of the Bidder**

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

## **3.0 General Terms of the RFP**

### **3.1 Interpretation**

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

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

- h) The Recitals, Schedules and Appendices form part of the provisions of this RFP and references to this RFP shall, unless the context otherwise requires, include references to Recitals, Schedules and Appendices.

### **3.2 Force Majeure**

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

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

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

### **3.3 Contract**

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

### **3.4 Authorised Representative**

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

### **3.5 Arbitration and Settlement of Disputes**

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

### **3.6 Notices**

Any notice, request, clarification or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to

an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, telex, telegram, or facsimile to such Party.

### **3.7 Tax Deduction at Source**

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

### **3.8 Jurisdiction**

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

### **3.9 What is deemed to constitute breach of terms of RFP**

It will be breach of terms of RFP on the part of the Consultant if the deliverables do not conform to the scope of works &/or time limits unless otherwise agreed by APGCL. Nevertheless, there is no breach of terms of RFP, if the situation is caused by circumstances related force majeure Clause 3.2.

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

### **3.10 Remedies for breach of terms of RFP**

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

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

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

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

### **3.11 Liquidated Damage**

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

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

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

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

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

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

### **3.12 Extension of the time limit**

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

## **4. Project Timelines:**

### **4.1 Project Timeframe**

Consultant shall submit a **Draft Detail Project Report ( Draft DPR)** with brief details over Capacity of solar power projects that can be installed in the respective project location, evacuation system requirement with their possible location & estimated cost, **within 21 calendar days of issue of Letter of Award**. APGCL shall try to give their inputs/observations if any on PR within 5 working days & in next 5 working days consultant shall incorporate & submit the final PR, subsequent to which he will be required to give presentation to APGCL on the same. The Final Draft DPR along with engineering design/ drawings of the



project shall be submitted by the Consultant to **APGCL by 35<sup>th</sup> Calendar day from issue of LoA**. After incorporating APGCL's comments, the Consultant shall complete the final DPR, Engineering design/drawings along with Power Point Presentation and submit to APGCL within 40 calendar days from the issue of Letter of Award (LoA). Soft copies of the presentation shall be submitted to APGCL along with DPR.

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

**4.3 Payment terms & schedule:**

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

<b>Payment Schedule</b>		<b>Percentage payment of cost quoted against DPR preparation</b>
<b>Sl. No</b>	<b>Milestone Achieved</b>	
1	Submission of Completed draft report of DPR	30%
2	Submission & acceptance of final DPR after addressing APGCL's, observations (3 hard copies +3 editable soft copies in Compact Disk)	70%

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

**5. Eligibility Criteria, Evaluation & Award**

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

**5.1 Eligibility Criteria**

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

**5.1.2** The Applicant shall have a minimum Average Annual Turnover of **Rs\_1.0 \_\_\_\_\_ Crore (average of past three financial years i.e. 2017-18, 2018-19, 2019-20)**. In case the bidding Company operating for less than 3 years since incorporation, the average annual turnover shall be Rs 0.75Crores, calculated based on number of years of operation. Applicant is required to submit a certificate from Statutory Auditor or practising Chartered Accountant **(in**

**original)**, as proof of Turnover. Applicants are required to submit annual accounts statements for the years considered as above.

**5.1.3** Further, the bidding Company should have a positive net worth in the last financial year i.e. 2019-20. The Applicant is required to submit a certificate from Statutory Auditors or practising Chartered Accountant **(in original)**, as proof of positive Net-worth.

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

- i) Should have prepared **at least 3 (three) number** of Detailed Project Report for Solar Power Plant of **capacity  $\geq$  5 MW**.

Note: Applicant need to score a total of minimum qualifying marks against individual "Nature of Assignment" as specified above along with a cumulative marks for eligibility as specified in Evaluation Matrix, for becoming eligible to be considered for further stages of evaluation.

## 5.2 Evaluation Matrix

<b>Eligibility Matrix with respect to relevant experience of the consultant</b>			
Sl. No	Nature of Assignment	Relevant Experience	
1	<b>Preparation of DPR for Solar Power Plant (Annexures-G &amp; H)</b>	<b>Number of DPRs prepared for projects size <math>\geq</math> 5MW</b>	<b>Marks per project</b>
		3	80
		4 and above	<b>100 (Max.)</b>
2	<b>Engineering Assignment</b>	<b>Engineering design for solar Parks (500 Acres) / SEZs, township, (500 Acres)</b>	<b>Marks per project</b>
		1-3	50
		4 and above	<b>100 (Max.)</b>
3	<b>Power System Design</b>	<b>Detailed designing / design consultancy of substation for evacuating power through <math>\geq</math> 16 MVA transformer or Detailed designing / design consultancy for Power transmissions at <math>\geq</math> 33 kV lines</b>	<b>Marks per project</b>
		1-3	20
		4 and above	<b>100 (Max)</b>
<b>Maximum cumulative Marks</b>			300
<b>Minimum Qualification mark</b>			150

## 5.3 Evaluation Process

Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.11 shall not be opened.

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

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

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

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

#### **5.4 Award of work:**

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

##### **5.4.1 Brief description of the Award of Work**

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

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

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

**Chief General Manager (NRE)**  
**Assam Power Generation Corporation Limited**  
**3<sup>rd</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati-1**

(Agency to Provide Date and reference)

**Dear Sir,**

**Sub: REQUEST FOR PROPOSAL (RFP) OF CONSULTANT FOR AWARD FOR THE WORK OF DPR PREPARATION, FOR 10 MW SOLAR PV PROJECT IN MAJULI, ASSAM**

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

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

<b>Contact Person</b>			
Name & Designation	Address for communication	Telephone No	Email ID

- (f) This application is made in the full understanding that:
  - 1. Through this RFP, APGCL intends to Award of work, the interested Consultancy firms for the work of DPR Preparation, who have experience in executing the contracts of similar nature.
  - 2. RFP process will be subject to verification of all information submitted at the discretion of APGCL.
  - 3. APGCL reserves the right to reject or accept any or all applications, cancel the RFP process without any obligation to inform the Agency about the grounds of same.
- (g) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct best of my knowledge & belief.

(h) Have not put any condition with respect to terms of the RFP and have not sought any deviation.

**Name:**

**In the Capacity of:  
Signed**

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

Company Seal: \_\_\_\_\_

**Annexure – B**

**Company Profile and Organization Structure**

Name of the Company:

Registered Address:

Contact Person & Designation:

Postal address for communication:

Telephone No.:

Fax No.:

Mobile No.:

E-mail address:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

**Details of document with respect to eligibility criteria**

**1. Details of Financial Capability**

Sl. No	Financial Year	Turnover (Rs. Cr)
1	2017-18	
2	2018-19	
3	2019-20	

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

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

**2. Net worth Details:**

Net Worth shall be calculated along the following lines:

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

Paid-up Share Capital will include:

1. Paid-up equity share capital and
  2. Fully, compulsorily and mandatorily convertible Preference Shares and
  3. Fully, compulsorily and mandatorily convertible Debentures.
- b) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalent

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

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

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

Signature\_\_\_\_\_

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

**POWER OF ATTORNEY**

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

*Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.*

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of .....(designation) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for award in response to the RFP (NIT No. \_\_\_\_\_ issued by Assam Power Generation Corporation Limited, Guwahati-1 including signing and submission of the BID and all other documents related to the BID, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the APGCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the APGCL and providing information / responses to APGCL, Guwahati representing us in all matters before APGCL, Guwahati and generally dealing with APGCL, Guwahati in all matters in connection with BID till the completion of the bidding process as per the terms of the above mentioned RFP.

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

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

**Signed by the within named**

..... **(Insert the name of the executant company)**

**through the hand of**

**Mr. ....**

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

**Signature of Attorney**

**(Name, designation and address of the Attorney)**

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Format for Performance Bank Guarantee**

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as "selected consultant") submitting the response to RFP inter alia for selection of the consultant for the Solar Park at .....[Insert name of the state], in response to the RFP .....dated..... issued by Assam Power Generation Corporation Limited (hereinafter referred to as APGCL) and APGCL 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 executers, 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 APGCL at [Insert Name of the Place from the address of the APGCL] forthwith on demand in writing from APGCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected consultant]

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

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

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

Our Guarantee shall remain in force until..... (date as specified under clause 2.1.3). APGCL shall be entitled to invoke this Guarantee till ..... (30 days from the date specified above).

The Guarantor Bank hereby agrees and acknowledges that APGCL 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 APGCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to APGCL.

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 APGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APGCL 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 APGCL 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 APGCL 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 APGCL 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.

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- 28 Annexure-VI: Financial / Business Model (In Excel Sheet)**

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

**Annexure –G**

<b>Technical bid form-1</b>					
Experience for preparation of a Detailed Project Report for Solar Photovoltaic Power Project of not less than 5 MW (Minimum 3 nos required)					
a	b	c	d	e	f
Sl no	Name of project with Capacity and type.	Name of project owner	Location details of project	Date of issue LOI /Work order for DPR	Date of Submission of DPR
1					
2					
3					
Documents required in support of entries in this table		1. Copy of work order column e.			
Signature & seal of Tenderer					

## **Annexure -H**

<b>Technical Form-2</b>				
Credential of consultant's Personnel.				
Sl. no	Qualification	Name of Person	Qualification	Date of joining Consultants Firms.
1	Civil Engineering			
2	Mechanical Engineering			
3	Electrical engineering			
4	Instrumentation engineering			
	Documents required in support of Experience	C.V supported by certificates as mentioned columns in the right.	Certificate of university	Tenderer's certificate
Signature of tenderer				

**Price BID**

**BID NO: APGCL/CGM (NRE)/MAJULI SOLAR PROJECT/04 Dated: 17/11/2020**

<b>Quoted Price (Rs.)</b>	<b>GST @18%</b>	<b>Total Quoted Price (Rs.) figure</b>	<b>Total Quoted Price (Rs.) words</b>

**Note:**

1. *In case of any discrepancy in quoted price between words & figure, the price quoted in words shall only be considered for evaluation.*

Stamp & Signature of authorized signatory\_\_\_\_\_

Name\_\_\_\_\_

Company Seal: \_\_\_\_\_