



**E-TENDERNO: APGCL/CGM(H&C)/2023-24/Engagement of Consultant-Pumped Storage Project/21(46)**

## **Request for Proposal**

**Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) & Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India**



Client: **Assam Power Generation Corporation Limited**

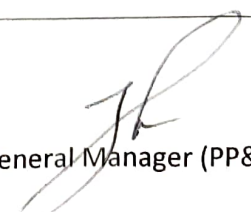
Country: **India**

**TENDER NOTICE**

(Two envelope Bidding Process with e-Procurement)

**NATIONAL COMPETITIVE BIDDING**

<b>Invitee</b>	Chief General Manager (PP&I), APGCL, Bijulee Bhawan, 3rd floor, Paltanbazar, Guwahati-781001, Assam.
<b>Name of Work</b>	Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) & Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India
<b>Bidder's Eligibility</b>	a) The bidder should have experience in Consultancy Services for Pumped Storage Projects from Concept to commissioning. (i.e. Feasibility report/Detail Project Report and Detailed Design services) b) The bidder should have experience of Preparation of feasibility report/Detail Project Report and Detailed design of at least One (1) number of Pumped Storage Project with Installed capacity not less than 500 MW in the last 7 (seven) year (from Oct'2016 till date) c) Minimum Average Annual Turnover shall be Rs. 50 Crore Rupees fifty Crore only) during the last 3(Three) preceding financial years. d) Net Worth of the bidder should be positive for the last 3 (Three) preceding financial/ accounting year.
<b>Cost of tender document (Non-refundable)</b>	Online non-refundable Tender Processing Fee of Rs 1,000.00 will be collected from Bidder during bidding at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> Tender processing fee in any other form will not be accepted.
<b>Bid Security/EMD (Refundable/Adjustable)</b>	The bidder must submit the requisite EMD amount of <b>INR 4,00,000/- (Indian Rupees Four Lakhs Only)</b> . Bid received without requisite EMD will be rejected. EMD amount must be deposited online against this said tender at <a href="https://assamtenders.gov.in">assamtenders.gov.in</a>
<b>Mode of Bid Submission</b>	The bids shall be submitted electronically in the e-tendering portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> before the bid submission deadline i.e. on <b>07.12.2023 till 10:00 Hrs IST</b>
<b>Start Date of Online Tender Submission</b>	<b>08.11.2023 (from 10:00 Hrs IST)</b>
<b>Last date of Tender Submission (Online)</b>	<b>07.12.2023 (till 10:00 Hrs IST)</b>
<b>Tender Opening</b>	<b>08.12.2023 (from 14:00 Hrs IST)</b>
For details please visit <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and <a href="http://www.apgcl.org">www.apgcl.org</a> Any addendum/corrigendum/extension, etc will be available in <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and <a href="http://www.apgcl.org">www.apgcl.org</a> only.	

  
Chief General Manager (PP&I), APGCL

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## **PART I BIDDING PROCEDURES**

### **Section 1 -Instructions to Consultants (ITC)**

This Section specifies the procedures by Consultants in the preparation and submission of their proposals following a Single-Stage, Two-Envelope bidding procedure. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

### **Section 2 -Proposal Data Sheet (PDS)**

This Section consists of provisions that are specific to said proposal and supplement the information or requirements included in Section 1 - Instructions to Consultants.

### **Section 3 -Evaluation and Qualification Criteria (EQC)**

This Section contains the proposal evaluation criteria to determine the lowest evaluated proposal and specifies the necessary qualifications of Consultants.

### **Section 4 -Proposal Forms (PRF)**

This Section contains the forms which are to be completed by the Consultants and submitted as part of its proposal.

## **PART II Scope of Services/Terms of Reference**

### **Section 5 -Terms of Reference (ToR)**

This Section contains the Scope of Services, Terms of Reference, the Drawings, and any supplementary information with respect to Personnel Requirements.

## **PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 6 -General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts. These Conditions are subject to the variations and additions set out in Section 7 (Special Conditions of Contract).

### **Section 7 -Special Conditions of Contract (SCC)**

This Section contains provisions that are specific to each contract and that modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the SCC is the corresponding clause number of the GCC.

### **Section 8 -Contract Forms (COF)**

This Section contains draft agreement, the forms for Performance Security and Advance Payment Security, shall only be completed by the successful Bidder after contract award.

## **SECTION 1: INSTRUCTIONS TO CONSULTANTS**

## Definitions

- a) "Client" means ASSAM POWER GENERATION CORPORATION LIMITED (APGCL) with its Corporate Office at 3<sup>rd</sup> floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01, Assam, India and includes its legal representative successor and assigns.
- b) "Consultant" means any entity /a consulting agency/organization that may provide the Services to the Client under the Contract.
- c) "Contract" means the contract signed by the Parties and all the attached documents listed in Section 4, 5, 6, 7 & 8 of RFP document, Minutes of negotiation meeting(s) and addendums to RFP including pre-bid clarifications, if any.
- d) "Data Sheet (PDS)" means such part of the Instructions to Consultants used to reflect assignment conditions and by which the Instructions to Consultants may be amended or supplemented.
- e) "Day" means calendar day.
- f) "Government" means the Government of India or the Government of Assam as the case may be.
- g) "Instructions to Consultants" (Section 1 of the RFP) means the document which provides prospective Consultants with all information needed to prepare their Proposals.
- h) "IFP/NIT" means the Invitation for Proposals/Notice Inviting Tenders floated by the Client.
- i) "Personnel" means key professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such key professionals and support staff who at the time of submitting the proposal had their domicile outside the Client's country; "Local Personnel" means such key professionals and support staff who at the time of submitting the proposal had their domicile inside the Client's country.
- j) "Proposal" means the Technical Proposal and the Financial Proposal
- k) "RFP" means the Request for Proposal prepared by the Client for the selection of Consultant.
- l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- m) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- n) "QCBS" means Quality and Cost Based Selection.

## 1. Introduction

- 1.1. The Client named in the Data Sheet intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposals will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarise themselves with local conditions relevant to the services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Project sites before submitting the proposal.

Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the Project. A pre-proposal conference shall be held as specified in **Data Sheet**.

- 1.4. The Client will provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits, if any needed to carry out the services, and make available relevant project data and reports. The Consultant shall, however, be responsible for obtaining licenses and permits to carry out the services.

Consultants shall bear all costs associated with the preparation and submission of their proposals, contract negotiation, site visits, etc. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, thereby incurring any liability to the Consultants.

**2. Conflict of Interest**

The Consultants shall provide professional, objective, and impartial advice and always hold the Client's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

**3. Fraud, Corruption & Eligibility**

3.1. The Client requires that all Consultants participating in this project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client:

- a) defines, for the purpose of this Paragraph, the terms set forth below as follows:
- i. **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. **"fraudulent practice"** means any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - iii. **"collusive practice"** means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - iv. **"coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
- c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, from participating in on-going/future works of the Client, if at any time determines that the Consultant has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and
- d) will have the right to require that, in contracts, a provision be included requiring Consultants to permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Client.
- e) Non-performance of a contract did not occur as a result of bidder's default in the last 10 years reckoned from the date of issue of NIT. Non-performance, as decided by the employer, shall include all contracts where

(a) Non-performance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and

(b) Contracts that were so challenged but fully settled against the bidder.

Non-performance shall not include contracts where employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.

f) Consultant should not have been banned /de-listed/ blacklisted /debarred from business by any PSU / Govt. Department during last 03 (three) years reckoned from the date of issue of NIT

3.2. The Consultants, their Sub-Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above Para 3.1. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

3.3. Unless specified otherwise in Data Sheet, Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**4. Origin of Consulting Services**

Consulting Services provided under the Contract may originate from any country except if:

4.1. as a matter of law or official regulation, the Client's country prohibits commercial relations with that country; or

4.2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to persons or entities in that country.

**5. Proposal Validity**

The **Data Sheet** indicates how long Consultant's Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professionals nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professionals nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.

**6. Clarification of RFP Documents**

6.1. Consultants may request a clarification of any of the RFP documents before the specified date. Any request for clarification before the specified date must be sent in writing to the Client's email address indicated in the **Data Sheet**. The Client will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who are interested to participate in the bidding. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 6.2.

**Amendment to RFP Document**

6.2. At any time before the submission of Proposals, the Client may amend/ modify the RFP by issuing an addendum/ corrigendum in writing. Any corrigendum/ addendum thus issued shall form part of RFP and shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments/ modifications. However, the Client shall not be responsible for late receipt of same by the Consultants. To give

Consultants reasonable time in which to take an amendment/ modification into account in their Proposals the Client may, if considers that the amendment/ modification is substantial, extend the deadline for the submission of Proposals.

- Client's Clarifications of the Proposal**
- 6.3. From the time, the Proposals are received by the Client to the time the Contract is awarded; the client may request the Consultant to provide any clarification on any matter on the proposal before the award of work.
- 7. Preparation of Proposals**
- 7.1. The Proposal (see Para 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language only.
- 7.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the RFP will be summarily rejected.
- 7.3. While preparing the Technical Proposal, Consultants must give particular attention to ensuring proper and complete compliance to the 'Eligibility Criteria' given in Section 3.
- 7.4. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- Technical Proposal Format and Content**
- 7.5. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms (Section 4).
- Envelope 1 with the Technical Proposal:**
- Power of Attorney to sign the Proposal
  - Proof of Legal Status and Eligibility (e.g. Certificate of Origin)
  - TECH-1 (Technical proposal Submission Form)
  - TECH-2 (Consultant's Organization and Experience)
  - TECH-3 (Consultant's Technical Experience)
  - TECH-4 (Consultant's Financial Capabilities)
  - TECH-5 (Credentials of Consultant Expert) and annexure-A.
  - TECH-6 (Description of Approach & Methodology in Responding to the Terms of Reference)
  - Attachment – 1 (Form of Declaration of Eligibility)
  - Attachment- 2 (Undertaking Regarding Non-Performance)
- 7.6. The Technical Proposal shall not include any financial information. The proposal may be declared non-responsive.
- a) If the Technical Proposal contains any financial information.
- b) If the Consultant does not fulfil the 'Eligibility Criteria' stipulated in Section-3.
- c) If the proposal is not properly signed by an authorized signatory holding enforceable Power of Attorney in his favour:
- d) If the Technical Proposal is not accompanied by the requisite EMD stipulated here in under Para 9.
- e) If the Consultant propose any deviation from the terms of RFP
- 8. Financial Proposals**
- The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs, associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' home office), and (b) reimbursable expenses specified in the **Data Sheet**. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.



**Envelope 2 with the Financial Proposal:**

- FIN-1 (Financial proposal Submission Form)
- FIN-2 (Price Schedule)

<b>Taxes</b>	The Consultant may be subjected to taxes and duties (such as, GST, levies etc.) on amounts payable by the Client under the Contract. The Client will state in the <b>Data Sheet</b> if the Consultant is subjected to payment of any taxes and duties.
<b>Currencies, Fees and Gratuities</b>	Consultants shall express the price of their services in Indian Rupees. The Financial Proposal shall not include any commercial or technical condition/information. Contract Price shall remain firm and fixed for the specified period of contract.
<b>9. Bid Security</b>	The bidder must submit the requisite EMD amount of <b>INR 4,00,000/- (Indian Rupees Four Lakhs Only)</b> . Bid received without requisite EMD will be rejected. <b>EMD amount must be deposited online against this said tender at assamtenders.gov.in</b>
<b>10. Submission Receipt, and Opening of Proposals</b>	<p>10.1. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.</p> <p>10.2. An authorized representative of the Consultant shall initial all pages (including printed material, if any) of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>10.3. The bids shall be submitted electronically in the e-tendering portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> before the bid submission deadline. Further 1(one) hard copy of the original bid documents submitted electronically, shall be submitted to the address mentioned in the data sheet. In case of any discrepancy between the electronic bid and the hardcopy submitted, the electronic bid submitted shall prevail.</p> <p>10.4. The Proposals must be sent to the address indicated in the <b>Data Sheet</b> and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para 10.5. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p>
<b>11. Proposal Evaluation</b>	<p>11.1. From the time, the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination evaluation, ranking of Proposals &amp; recommendation for award of Contract may result in the rejection of the Consultants' Proposal</p> <p>11.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<b>Evaluation of Technical Proposals</b>	11.3. Technical Proposals accompanied by stipulated bid security declaration shall only be evaluated. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .
<b>Public Opening and</b>	11.4. After the technical evaluation is completed, the Client shall inform the Consultants whose Proposals did not meet the minimum qualifying mark

**Evaluation of  
Financial  
Proposals**

or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultant's attendance at the opening of Financial Proposals is optional.

11.5. Financial Proposals shall be opened publicly in the presence of the Consultant's representatives who may choose to attend. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

11.6. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

11.7. If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 8 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

11.8. For the purpose of the evaluation, the Client will exclude: the GST component from the consultants' price proposal. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Client on behalf of the Consultant.

**12. Combined  
Quality and  
Cost  
Evaluation**

12.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**13. Negotiations**

13.1. Negotiations will be held at the date and address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff, except for cases of death or incapacity. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. Failure to attend the negotiations at the specified date and time shall be construed as withdrawal of proposal.

**Technical  
Negotiations**

13.2. Negotiations will include a discussion of the Technical Proposal the proposed technical approach and methodology, work plan and schedule, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract

as "Description or Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.

- Financial Negotiations** 13.3. The financial negotiations will include a clarification (if any) of the firm's tax liability in India, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates nor staff nor other proposed unit rates.
- 14. Availability of Professional staff/ experts** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution(s) unavoidable or for reasons such as resignation, death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.
- 15. Conclusion of the Negotiations** The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. The corresponding changes, if any, mutually agreed as outcome of negotiations will be incorporated in the contract. Negotiations will conclude with a review of the draft Contract. However, if negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 16. Award of Contract** 16.1. After completing negotiations, the Client shall award the Contract to the selected Consultant. The selected consultant and the client will sign the contract agreement at the date, time and address notified by the client.  
16.2. The Consultant is expected to commence the assignment on the date specified in the **Data Sheet**. The consultant shall commence and perform the services at Consultant's office and Project Sites as requested by the client based upon the functional requirement.
- 17. Confidentiality** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's fraud and corruption policy.  
Selected bidder shall treat all documents, drawings, reports etc related to the awarded work as confidential and not disclose to any individual, party, organization etc unless permitted by APGCL in written.

## **SECTION 2: PROPOSAL DATA SHEET**

This section consists of provisions that are specific to each instruction and supplement the information or requirements included in Section 1. Instructions to Consultants.

<b>Paragraph Reference</b>	
<b>1.1</b>	Name of the Client: Assam Power Generation Corporation Limited Address: Chief General Manager (PP&I), APGCL, 3 <sup>rd</sup> Floor, Bijulee Bhawan, Paltan Bazaar, Guwahati-01 Attention: Chief General Manager (PP&I), APGCL e-mail address: akshay.talukdar@apgcl.org Copy to : manashkr.gogoi@apgcl.org (contact person) Method of selection: Quality and Cost Based Selection Method (QCBS) / [ <b>Technical-80%: Financial 20%</b> ]
<b>1.2</b>	Name of the assignment: <b>“Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) &amp; Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India”</b>
<b>1.3</b>	Not Applicable
<b>1.4</b>	Shall be shared with the successful bidder only.
<b>5.0</b>	<b>Proposals must remain valid for 120 days after the last date fixed for submission of proposals</b>
<b>6.1</b>	The clarifications must be received at least 7 working days before latest submission date. The address for requesting clarifications is: Client Representative: Chief General Manager (NRE), APGCL e-mail address: akshay.talukdar@apgcl.org Copy to : manashkr.gogoi@apgcl.org (contact person)
<b>8.0</b>	Reimbursable expenses are deemed to be included in lump sum contract price. No additional payment whatsoever shall be paid by APGCL other than fixed lump sum contract price.
	Amounts payable by the Client to the Consultant under the contract to be subjected to local taxation: <b>GST shall be paid extra as per the prevailing rate</b>
<b>10.3</b> <b>10.4</b>	Consultant must submit the original and one copy of the original Proposal to the Client to the following address. Client: Chief General Manager (PP&I), APGCL, 3 <sup>rd</sup> Floor, Bijulee Bhawan, PaltanBazaar, Guwahati-01 Attention: Chief General Manager (PP&I), APGCL e-mail address: akshay.talukdar@apgcl.org Copy to: manashkr.gogoi@apgcl.org (contact person)  Proposals must be submitted electronically not later than the following date and time: 07.12.2023 (till 10:00 Hrs IST)  Bid opening time and date: 08.12.2023 (from 14:00 Hrs IST)

<b>Paragraph Reference</b>	
<b>11.3</b>	The evaluation criteria, sub-criteria, and point systems are specified in Section-3(EQC). The <b>minimum eligible Technical Score is 70.</b>
<b>12.1</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest ETP [Evaluated Total Price (ETP) which is equal to the Adjusted Total Price (ATP) less Non-competitive Component, i.e., provisional sums and contingency], and "F" is the ETP of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80% and</b></p> <p><b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<b>13.1</b>	<p>Expected date and address for contract negotiations (restricted to timelines and scope) Date after opening of Financial Bid</p> <p>Address of Client: Chief General Manager (PP&amp;I), APGCL, 3<sup>rd</sup> floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01</p> <p>Attention: Chief General Manager (PP&amp;I), APGCL e-mail address: akshay.talukdar@apgcl.org</p> <p>Copy to : manashkr.gogoi@apgcl.org (contact person for correspondences)</p>
<b>16.2</b>	<p>Effective date for Commencement of Consulting Services:</p> <p>On the date of Issuance of Notice to proceed by the Client.</p>

## **Section 3: Evaluation & Qualification Criteria**

A. **Minimum Qualification Criteria** [*TECHNICAL FORM SHALL BE MODIFIED AS PER THIS SECTION-3*]

To be eligible to participate in the bidding, the prospective bidder should meet the minimum Qualification Criteria set forth hereunder:

**A. Technical Eligibility Criteria:**

- c) The bidder should have access to global best practices and knowledge in specific field of Pump storage project having presence in India.
- d) The bidder should have experience in Consultancy Services for Pumped Storage Projects from Concept to commissioning ( i.e Feasibility report & Detail Project Report and Detailed Design services).
- e) The bidder should have experience of Preparation of feasibility report & Detail Project Report and Detailed design of at least One (1) number of Pumped Storage Project with Installed capacity not less than 500 MW in the last 7 (seven) year (from Oct'2016 till date)

**B. Financial Eligibility Criteria:**

The following Financial Criteria shall have to be met by the bidder:

Sl. No.	Parameter	Financial Criteria
1	Annual Turnover	Minimum Average Annual Turnover shall be Rs. 50 Crore Rupees fifty Crore only) during the last 3 (Three) preceding financial years considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be positive for the last 3 (Three) preceding financial/ accounting year with exemption for the corona pandemic period.

Note1: For proof of Annual Turnover & Net Worth any one of the following documents must be submitted along with the bid:

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.
- Or,
- ii) Audited Balance Sheet along with Profit & Loss account for the years.
  - iii) The bidder should submit valid GSTN, PAN, Formation Certificate and Tax clearance certificate or equivalent statutory documents.

**Note:**

- The bidder shall be allowed to use the credential of their Parent and/or any group company for eligibility and evaluation for both technical and financial.
- For clarification purpose, a Group company must come under same ultimate holding company as that of the parent company.
- The Consultant shall furnish either of the following supporting documents to substantiate the above:
  - i. Audited annual report of the ultimate holding company, establishing the relationship between bidding entity and group companies.

(or)

  - ii. Any similar documents and accepted by APGCL, which establishes the relationship between bidding entity and group companies.



## B. Evaluation Criteria

The following technical criteria will be the basis of marks to be assigned to the bidders based on Technical experiences. The **minimum eligible Technical Score is 70.**

### Evaluation Criteria (QCBS – Technical: Financial: 80:20)

**Criteria for Evaluation of Technical and Financial Bid shall be as per below:**

<b>TECHNICAL &amp; MANAGERIAL COMPONENT (Total weightage – 80%)</b>			
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>	
1.	The bidder should have experience of Preparation of feasibility report/Detail Project Report and Detailed design of Pumped Storage Projects with Installed capacity not less than 500 MW in India or abroad during last 7 (seven) years.  Three or more Projects :50 Marks Two Projects :35 Marks One Project :20 Marks	50	
2.	Qualifications and competence of the key professionals for the work	40	
3	Approach and methodology including work plan for the scope of work (a) Approach & methodology (8 marks) (b) Work plan (2 marks)	10	
	<b>Total</b>	<b>100</b>	
<b>Break up for Qualifications and competence of the key professionals for the work</b>			
<b>Sl. No.</b>	<b>Qualifications and competence of the key professionals for the work</b>	<b>Marks</b>	
A	Project Manager/PSP Expert	Masters in Engineering with minimum 25 years' experience in hydro electric project or Pump Storage Project, with at least 1 project reaching execution stage.	10 Marks
B	Geologist	Master's in Geology or Applied Geology or Engineering Geology with minimum 15 years of experience	6 Marks
C	Hydro Mechanical Engineer	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project.	6 Marks
D	PSP Turbine Expert/Electromechanical expert	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project with at least 1 project reaching execution stage.	6 Marks

E	Hydrology Expert	Masters in Hydraulic Engineering with minimum 15 years' experience	4 Marks
F	Hydraulics	Masters in Water Resource Engineering with minimum 15 years' experience	4 Marks
G	Environmental expert	Masters in Environmental Science with minimum 15 years' experience in Environmental Clearance from MoEF & CC for PSP/Hydro Projects.	4 marks
<p>Note: Preference in evaluation shall be given for International Experience/Expertise. Documentary Proof against Qualifications of key professionals to be submitted and each page signed and sealed by bidder.</p>			
<p><b>FINANCIAL COMPONENT (Total weightage – 20%)</b></p>			
<p>Pricing and Financial</p> <ul style="list-style-type: none"> <li>Lump sum pricing to be quoted.</li> </ul> <p>The Proponent with the lowest lump sum pricing will be awarded 100 out of 100, and the financial bid of the remaining will be calculated as follows:</p> $Sf = 100 \times Fm / F.$ <p>Where Sf is the financial score of the Financial bid evaluated</p> <p>Fm is the financial bid (adjusted) to the lowest priced Financial bid, F is the financial bid (adjusted) to the Financial bid under consideration</p> <p><b>Note: The Consultant/Applicant firm shall be allowed to use the credential of their parent and/or group company for eligibility and evaluation for both technical and financial.</b></p>			
<p><b>Procedure for marking of Technical Bids as well as Financial Bids and Selection of Successful Bidders</b></p> <p>(i) Total Marks for Technical Evaluation (t) =100</p> <p>(ii) The marking of Technical Bids will be carried out as under:</p> <ol style="list-style-type: none"> <li>For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.</li> <li>The minimum Technical Score (St) required to qualify for financial bid opening is 70.</li> <li>The Technical Bids of the Bidders scoring 70 and above marks as explained above will be considered as Responsive and their Financial Bids would be opened and considered for evaluation.</li> </ol> <p>(i) The lowest evaluated Financial Proposal (Fm) will be awarded the maximum financial score (Sf) of 100.</p> <p>(ii) The formula for determining the financial scores (Sf) of all other Proposals will be</p>			

calculated as follows:

**$S_f = 100 \times F_m / F$** , in which "**S<sub>f</sub>**" is the financial score, "**F<sub>m</sub>**" is the lowest price, and "**F**" the price of the proposal under consideration.

- (i) The weights given to the Technical (T) and Financial (P) Proposals are: T= 80, and P = 20
- (ii) Bids shall be ranked according to their combined Technical (S<sub>t</sub>) and Financial (S<sub>f</sub>) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:.
- (iii)  $S = S_t \times T\% + S_f \times P\%$
- (iv) In case of tie on the basis of combined score obtained by the two bidders. The bidder offering the lowest price among the two shall be selected.

**Notwithstanding the technical/managerial and price scores, the APGCL reserves the right to reject any proposal where prices are deemed unreasonable / under quoted to undermine the selection process through QCBS relative to other prices bid or to the scope of work as described in the Proponents submission.** Conditions if added by the bidder, which have adverse bearing on the cost and scope of tendered work shall make the tender liable to disqualification. **Bids will be checked for any arithmetical error and will be corrected by CGM (PP&I), APGCL irrespective of concurrence of the bidder.** If the bidder does not accept the corrected amount of bid, his bid will be rejected.

## **SECTION 4: PROPOSAL FORMS**

## **TECHNICAL FORMS**

**Form TECH-1**

**Technical Proposal Submission Form**

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**{Location, Date}**

To: **[Name and address of Client]**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **[Insert title of assignment]** in accordance with your Request for Proposals dated **[Insert Date]** and our Proposal. **[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].**

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 5.
- (c) We have no conflict of interest in accordance with ITC 2.
- (d) We meet the eligibility requirements as stated in ITC 7.
- (e) We, or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 5, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 14 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 16.2 of the Data Sheet. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

## **Form TECH-2**

### **Consultant's Organization and Experience**

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

#### **Consultant's Organization**

1. Provide here a brief description of the background and organization of your company.

**Form TECH-3****Consultant's Technical Experience**

- The bidder should have experience of preparation of Pre-Feasibility report & Detail Project Report and Detailed Design of PSP project during last 7 years having a minimum installed capacity of 500MW. The bidder may get qualification from multiple projects. However, the bidder shall provide owner certificate for Completed Projects.

SL	Name of project with installed capacity	Name of the Client & Address	Date of issue of LOI	Work Description: Detail scope of work

Documents required in support of entries in this table :

- Copy of work order/Contract Document
- Certificate of completion of work from client.

**Note:**

- Do not include Work(s) completed earlier than the period indicated in Bid Evaluation Criteria here.
- Do not include Work(s) not as per qualifying criteria indicated in Bid Evaluation Criteria here.



**Form TECH-4  
Consultant's Financial Capabilities**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores /US \$ Million)	<b>NET WORTH</b> In INR (Rs.) Crores /US \$ Million)

\*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal: Membershio

Signature

**Form TECH-5**

Credentials of Consultant's experts. (Numbers of years of experience).

**marks =**

Category	Name of Person with Designation	Qualification	No of Projects in Hydro Electric Projects or Pump Storage Projects.	No. of years of Experience and Date of Joining in Consulting Firm.
Project Manager/PSP Expert				
Geologist				
Hydro Mechanical Engineer				
PSP Turbine Expert/Electromechanical expert				
Hydrology Expert				
Hydraulics				
Environmental expert				

Documents required in support of Experience

(a) C.V as per format given in Annexure - A

(b) Certificate of University in respect of educational qualification

(c) Bidder's certificate in respect of experience & date of joining of firm

Signature & seal of bidder

**Annexure -A**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, PROJECT MANAGER}
<b>Name of Firm</b>	<i>Insert name of firm proposing the expert</i>
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Citizenship</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, type of employment (*full time, part time, contractual*), types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

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**Experts contact information :** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience
- (ii) I am not a current employee of the Executing or the Implementing Agency
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
- (v) I am not currently debarred by a multilateral development bank
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

If CV is signed by the firm's authorized representative:

- (vii) I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert or authorized representative of the firm]<sup>1</sup> Day/Month/Year*

Full name of authorized representative:  
\_\_\_\_\_

<sup>2</sup> This CV can be signed by an authorised representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations. Consultant shall submit CV's for those Experts mentioned in Section-3(EQC)

**Form TECH-6**  
**(For Full Technical Proposal Only)**

**Maximum marks =10**

**Description of Approach & Methodology including work plan for the scope of works**

**Form TECH-6:** Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts & diagram) divided into the following two chapters:

- a. Approach and Methodology
- b. Work Plan

a. **Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Please do not repeat/copy the scope of work in here.

b. **Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Customer), and delivery dates of the reports & performance test testing of projects. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule. Gantt chart of the work plan to be provided.

**ANNEXURE B**

PROFORMA FOR BANK GUARANTEE AGAINST CONTRACT PERFORMANCE  
(TO BE PROVIDED LATER TO SELECTED BIDDER)

**Attachment -1: FORM OF DECLARATION OF ELIGIBILITY**

We, **M/s** \_\_\_\_\_ hereby certify that we have not been banned /de-listed/ blacklisted /debarred from business by any PSU / Govt. Department during last 03 (three) years reckoned from the date of issue of NIT in terms of ITC Clause 3.1 of Tender Document.

For and on behalf of the Firm

\_\_\_\_\_

**Attachment-2: UNDERTAKING REGARDING NON-PERFORMANCE**

We, **M/s** \_\_\_\_\_ hereby certify that Non-performance of a contract did not occur as a result of bidder's default in the last 10 (ten) years reckoned from the date of issue of NIT in terms of ITC Clause 3.1 of Tender Document.

For and on behalf of the Firm

\_\_\_\_\_



## **FINANCIAL FORMS**

### **Financial Proposal - Standard Forms**

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{*Notes to Consultant* shown in brackets {} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1.

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Price Schedule

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, "excluding" of all indirect local taxes in accordance with ITC Clause 11.8. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in ITC Clause 5 of the Data Sheet.

Commissions, gratuities, or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
In the capacity of:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
E-mail:

**FORM FIN-2**  
**Price Schedule**  
**(To be Submitted Online only)**

Name of bid		<b>Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) &amp; Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India</b>		
E-Tender reference				
Name of bidder				
Address of bidder for communication with email ID				
Name and address of person who is authorized to sign bid document and commit on behalf of the bidder with email ID				
Details of EMD				
SI No	Project Name	Lumpsum Cost excluding GST	GST	Total Cost including GST
1.	Preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for Pumped Storage Project as per Scope of Services			
				Rs (in figures)  Rs (in Words)
Seal and signature of bidder				

## **Section 5: Scope of Service /Terms of References**

## 1. SCOPE OF WORKS

The Consultant shall perform the following works mentioned herein this section.

- 1.1. The consultants shall visit the site and carry out the reconnaissance survey covering various aspects viz Topography, Geology and other requisite studies.
- 1.2. The consultant shall study various alternatives to locate Upper Reservoir, Lower Reservoir, Intake arrangements and all other components of the project for finalization of concept and Project Layout.
- 1.3. The consultant shall prepare techno economically viable Pre-Feasibility Reports & Detailed Project Report.
- 1.4. PFRs & DPRs are to be prepared as per the latest guidelines of Central Electricity Authority and EAC of MoEF &CC.
- 1.5. The works is divided into the following phases:

### **Phase A: Identification of Suitable Sites & Ranking and Preparation of Pre-Feasibility Report:**

- 1.6. Overall, 8 suitable sites shall be identified each having minimum Installed capacity of 400 MW. Consultant to submit an **intermediate report** that will include a comparison matrix for the potential PSP sites with parameters as enclosed in **Annexure-C** such as Gross head, power evacuation options, length of water circuit system, dam parameters, Major crossings, Ecological sensitivity level, water availability, Wildlife reserve, seismic relevance, PFR approval risk, Project execution risk, land details, access road, etc.
- 1.7. APGCL will shortlist sites out of the comparison matrix and propose final sites for site visits and preparation of PFR.
- 1.8. Consultant shall not disclose the project details to any other party at any stage.
- 1.9. **The Pre- Feasibility Report shall be prepared considering pros and cons of different alternatives and shall involve the following aspects.**
  - Collecting all necessary data for carrying out topographical survey (contour map derived from high resolution satellite imagery) to the extent required for feasibility study.
  - Determination of location and capacity of lower and upper reservoirs.
  - Hydraulic studies of project components and head loss computation.
  - Power Potential & Optimization study
  - Simulation study of proposed reservoirs.
  - Preliminary Hydraulic Transient analysis
  - Assessment of land requirement and its classification for the Project facilities, Infrastructure facilities, dumping yard etc.
  - Determination of capacity and fixation of size & number of units, type of pumps/turbine etc.
  - Preparation of Electro-Mechanical equipment plan and layout along with salient features of main equipment.
  - Power evacuation plan along with details of nearest grid sub-station for connectivity based on the capacity of the PSP.
  - Preparation of cost estimate
  - Financial analysis for Tariff calculations
  - Cost benefit analysis
  - Preparation of Drawings
  - Findings and recommendations

The PFR prepared by the consultant should be bankable enough to form basis for further preparation of DPR and shall be useful for applying the TOR for MOEF & CC environment case.

On approval of PFR, consultant will proceed for DPR preparation subjected to APGCL's go ahead.

### **Phase-B: Preparation of Detailed Project Report**

**1.10. Detailed Project Report shall be prepared in accordance with latest "Guidelines for Formulation of Detailed Project Reports for Hydro Electric Schemes, their acceptance and Examination for Concurrence" of CEA or its equivalent statutory guidelines for PSP in India and shall involve the following aspects (but not limited to):**

1. Preparation of Compendium Report including drawing volume as per CEA/CWC/GSI/CSMRS guidelines for submission of reports as per procedures laid down by CEA, obtaining approval of Layout of the project, Hydrology and Power potential studies from CEA/CWC.
2. Initial Site visit comprising of a team of experts and submission of detailed Inception report.
3. Study of all possible Alternative layout options as per CEA requirement with preliminary designs, drawings and their costs / Technical comparisons / Timelines / Ease of Construction/Material availability.
4. For all alternative layouts, choice of Alternative Civil Structures, H&M options, and E&M possibilities with their Cost/ Technical comparisons / Timelines / Availability of Precedence.
5. Review of all documents supplied by the Client and incorporation of the same in the Compendium report.
6. Assessment of Site Geology, physical geological mapping, interpretation and incorporation of data, preparation of geological maps and other details required for Geology chapter including finalization of drawings for Surface and Subsurface exploration / investigation plan.
7. Preliminary Assessment of Power Potential and Design flood, Land requirement for all alternatives.
8. Preparation of data for Survey Agency to take up Satellite based initial survey for above alternative sites.
9. Preparation of Bankable DPR (complete in all respects) as per as per latest CEA guidelines for discussions on financing of project with Lenders.
10. Bankers DPR will have all Volumes: (Volume-I: Main Report, Volume-II: Design, Volume-III: Drawings, Volume-IV: Cost Estimate). These will have chapters and drawings in the same format as required for Final DPR.
11. Attending and amending of the above reports based on the comments provided by the Owners / Owner's review Consultant and statutory authorities time to time including presentations and follow-up with all statutory associates till approval of Layout of the project, Hydrology and Power potential from CEA/CWC.
12. Providing chapters and inputs to EIA Consultant for preparation and approval for EIA/EMP studies from MoEF.
13. Support for Presentations to all statutory authorities, board management, bankers or any authority where client is required to present the Compendium report or Bankers DPR during preparation or post preparation stage.
14. Above scope also includes site visits with a total of 15 Man-days comprising of a team of experts of relevant disciplines, Deployment of Geological team including expert for assessment of site Geology, Physical Geological mapping and other details required and for preparation of Geological maps. Any additional man-days beyond above specified, shall be paid as per the provisions of the Contract.
15. Obtaining Pre-DPR approvals from all Departments as per guidelines including CEA/CWC/GSI/CSMRS etc. to complete the requirement to obtain permission for final DPR submission.
16. Chapter related to EIA/EMP be prepared from EIA/EMP report by the DPR Consultant.
17. Preparation, Submission, Processing and Approval of Detailed Project Report (DPR) as per CEA/CWC/GSI/CSMRS guidelines till obtaining final Techno - Economic

Clearance (TEC) including stage wise preparation/ Submission of reports as per procedures laid down by CEA for grant of TEC.

18. Preparation of Data/drawings for carrying out Topographical Survey and Geological/Geophysical Investigation by Agency designated by APGCL, for the approved site.
19. Checking Survey and Investigations results, required for DPR preparation and setting the project structures, Monitoring of exploration, interpretation of Surface & Sub-surface exploration data, laboratory reports, test results, borehole core-logs, ERT/SRT/other Geophysical methods/ other Surface & Sub surface investigation techniques deployed for project from Geological assessment requirement, incorporation of these data for studies of optimization of layout and preparation of complete Geological Chapter including drawings/studies etc. is in the scope of Consultant.
20. Preparation of Geological Volume based on assessment of Site Geology, physical geological mapping, preparation of geological maps, incorporating total observations/geological data from Surface & Sub surface exploration and other details required for the completion of Geological Chapter.
21. Consultant shall incorporate infrastructural facilities like access roads, Adits for approach to various components of the project during its construction and operation stage, construction power, residential and non-residential buildings, workshops, administration buildings, sewerage system, drainage arrangement, land requirement of the project, borrow area, dumping area, access to quarries etc. and will include the chapter including any additional facility that are required to be deployed for timely execution of the project.
22. Consultant may be asked to carry out Computational Flow Dynamics (CFD) analysis and/or Physical Model studies for intake structures or any other Component as per CWC/CEA requirement. A separate quote for these requirements shall be submitted by the Consultant. Scope of work includes Site visits comprising of team of experts.
23. Preparation of data for CSMRS and testing to be carried out by some Lab appointed by APGCL. Checking the same for its correctness. Approval of Material chapter from CSMRS.
24. Attending and amending of the above reports based on the comments provided by the Owners/Owner's review Consultant and statutory authorities time to time including presentations /following up with all statutory associates for grant of TEC and accord of final EC.
25. Support for Presentations to all statutory authorities, board management, Bankers or any authority where client is required to present the DPR during preparation or post preparation stage.
26. Review / Monitoring of Surface and Subsurface exploration /site investigation /exploration works, and other essential/ associated studies required for the completion of DPR.
27. Elaboration of Construction Program and equipment planning including Construction Methodology for all critical and main components.
28. All drawings, prepared for DPR, shall be of the standard specification drawings required for tendering purpose. Drawings prepared should fulfil tendering drawing requirements too.
29. Support for selection of suitable construction material sites and Review of Test reports for suitability thereof.
30. Man-days for site visit comprising of a team of experts of relevant disciplines as per requirement, which shall be payable extra, as per the provisions of the Contract. Deployment of Geological team including expert for assessment of site Geology, monitoring of exploration/Geological Investigation.
31. Updating of Bankers DPR, as per requirement.
32. There may be involvement of HM and/or E&M Vendors during DPR preparation. The Consultant has to provide all necessary details to HM and/or E&M Vendors and work together, as per Client's requirement.
33. Preparation of EM & HM design and Drawings and receiving approvals.



34. Any other requirement related to DPR preparation and its approval, not covered above.

- 1.11. During preparation of PFR & DPR 2 (two) APGCL officials will be deputed at head office of the selected bidder (consultant) to examine and comprehend the preparation process of PFR and DPR as a part of technical knowledge exchange.
- 1.12. All Drawings, reports, documents, calculations etc are to be submitted to APGCL along with editable copy (i.e. in MS word, excel etc), relevant software backup file and autocad files for drawings, as well as in PDF format.
- 1.13. All software utilized for preparation of report(s) must be clearly mentioned and access allowed to APGCL designated personnel during simulation & preparation process of report. Preliminary introduction to relevant softwares and their uses to be given to APGCL personnel during their visit to consultant's office for verification and knowledge sharing purpose.

## **2. DELIVERABLES**

The consultant shall furnish to APGCL following tentative documents, but not limited to

- Intermediate report
- Draft Pre-feasibility Report.
- Final Pre-Feasibility Report.
- Draft Detailed Project Report and
- Final Detailed Project Report.

**Annexure-C**

COMPARISON MATRIX FOR HYDRO PUMPED STORAGE SITES								
Parameters	Site 1	Site2	Site3	Site4	Site5	Site6	Site 7	Site 8
1. MW								
2. Number of generation hours								
3. Net Rated Head (meters)								
4. Head (Max/Min)								
5. Total Water Discharge Generation (Cumecs)								
6. Cycle Efficiency								
7. MUs/year 95% availability (Approx figures)								
8. Upper Reservoir Capacity (MCM)								
9. Upper Dam(length/perimeter & height) meters								
10. Lower Reservoir Capacity (MCM)								

11. Lower Dam (length/perimeter & height) in meters								
12. Water Conductor System (length in meters)								
13. L/H ratio								
14. Surge Shaft								
15. Power House (excl. service bay)								
16. Hydrology								
17. Access road								
18. Power Evacuation Options								
19. Land Details (Wild Life Sanctuary, Forest, R&R, Temples etc)								
20. Estimated project cost								
21. Misc issues (if any)								
22. Consultant Ranking								

## **SECTION 6: GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1. General Provisions**

### **1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India from time to time.
- b) "Client" means Assam Power Generation Corporation Limited (APGCL) with its Corporate Office at 2<sup>nd</sup> floor Bijulee Bhawan, Paltan Bazar, Guwahati -01 and includes its legal representative, successor and assigns.
- c) "Consulting Agency" means any private or public entity that will provide the Services to the Client under the Contract.
- d) "Contract" means the contract signed by the Parties and all the attached documents listed in Section 4, 5, 6, 7 & 8 of RFP document, Minutes of negotiation meeting(s) and addendums to RFP including pre-bid clarifications, if any.
- e) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause GC 6.
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g) "GC" means these General Conditions of Contract.
- h) "Government" means the Government of India or the Government of Assam as the case may be
- i) "Local Currency" means the currency of the Client's country
- j) "Party" means the Client or the Consultant, as the case may be, and "Parties" mean both of them.
- k) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof
- l) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Section 5 hereto.
- o) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- p) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- q) "In writing" means communicated in written form with proof of receipt

### **1.2. Law Governing Contract & Legal Jurisdiction**

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law of India. Legal Jurisdiction shall be Guwahati only.

### **1.3. Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in the same language.

**1.4. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified In the SC.

**1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.6. Taxes and Duties**

The Consultant and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.7. Fraud and Corruption**

The Consultants shall observe the highest standard of ethics during the selection and execution of such contracts, in pursuance of this policy, the Client:

- a) defines, for the purpose of this provision. the terms set forth below as follows:
  - i. "corrupt practice" means the offering, receiving. or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
  - ii. "fraudulent practice" means any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - iii. "collusive practice" means a scheme or arrangement between two or more consultant's with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
  - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- b) will cancel the contract if it determines at any time that representative(s) of the Consultant(s) or Consultants were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.
- c) will sanction a Consultant. including declaring the Consultant ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt. fraudulent collusive or coercive practices in competing for, or in executing, a contract:

**2. Commencement, Completion, Modification and Termination of Contract**

**2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

**2.2. Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.

**2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation in the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**2.5. Force Majeure**

**2.5.1. Definition**

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood, pandemic, epidemic or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) confiscation or any other action by government agencies.
- b) Force Majeure shall not include:
  - i. any event which is caused by the negligence or intentional action of a Party or agents or employees.
  - ii. any event which a diligent Party could reasonably have been expected to consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
  - iii. official closing of road links to project site
  - iv. insufficiency of funds or failure to make any payment required hereunder

**2.5.2. No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or any other reason which the client may consider as genuine ground for extension of time.

**2.5.4. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them as actual during such period for the purposes of the Services and in reactivating the Service after the end of such period. However, in case of any disagreement, the Client decision shall be final and binding.

**2.6. Suspension**

**2.6.1. By the Client**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**2.6.2. By the Consultant**

The Consultant may, by written notice of suspension to the Client, suspend part or all the services if the Client fails to make payment or delay the payments due to the Consultant by more than 90 days after the due date of payment.

**2.7. Termination**

**2.7.1. By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.7.1. In such an occurrence, the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant.)

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.7.2. By the Consultant**



The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.7.2.

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within thirty (90) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.7.3. Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2. the Client shall make the following payments to the Consultant:

- a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination.
- b) reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **3. Obligations of the Consultant**

### **3.1. Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties

### **3.2. Conflict of Interests**

The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **3.2.1. Consultants not to Benefit from Commissions, Discounts etc.**

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional payment.

#### **3.2.2. Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant, as well as any Subconsultants and any entity affiliated with such Sub-Consultants, shall be

disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3. Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract

**3.3. Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of the Services.

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the APGCL. 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 APGCL

**3.4. Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, insurance against the risks, and for the coverage, as shall be specified in the SC: and (b) at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5. Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in the proposal, and
- c) any other action that may be specified in the SC

**3.6. Reporting Obligations**

The Consultant shall submit to the Client the reports and documents specified in Terms of Reference (ToR) within the time periods set forth therein

**3.7. Documents Prepared by the Consultant to be the Property of the Client**

- a) All plans, drawings specifications, designs, reports, data, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract. deliver all such documents to the Client, together with a detailed inventory thereof

- b) The Consultant may, however, retain a copy of such documents and software for record purpose only.

### **3.8. Accounting, Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder. in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client. If so, required by the Client as the case may be.

### **3.9. Performance Security**

The Consultant shall submit the contract performance security in the form of Bank guarantee from any scheduled bank in India in the format provided in RFP or any other format acceptable to the client. The amount and validity of performance guarantee shall be as specified in SC.

The Bank guarantee issuing bank should send the requisite message via. SFMS (Structural Finance Management System) platform to the designated bank of the client/owner. This guarantee will be operative when accompanied with advice (SFMS) issued from the issuing bank.

## **4. Consultant's Personnel**

### **4.1. Description of Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services. The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in the proposal. The Key Personnel and Subconsultants listed by title as well as by name in the proposal are hereby approved by the Client.

### **4.2. Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant. such as resignation, termination on disciplinary grounds, retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Client**

**5.1. Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as required by Consultant for performance of the assignment.

**5.2. Change in the Applicable Law Related to Taxes and Duties**

If after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, including a change in rate or imposition of any new taxes / duties / levies etc., which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly

**5.3. Services and Facilities**

The Client shall make available free of charge to the consultant the services and facilities listed under SC.

**6. Payments to the Consultant**

**6.1. Lump-Sum Payment Part**

The total payment due to the Consultant shall not exceed the part of Contract Price which is an all-inclusive lump-sum costs required to carry put the Services described in Section 5.

**6.2. Time Based Payment Part**

The total payment due to the Consultant shall not exceed the part of the Contract Price for the duration of that part. However, in case the duration of time-based part of contract increases, the price of time-based part be increased at the rates mutually agreed by the parties.

**6.3. Contract Price**

The price payable in local currency is set forth in the SC.

**6.4. Payment for Additional Services**

The Client shall pay for the additional services as may be agreed under clause 2.4, at mutually agreed rates and remunerations.

**6.5. Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form, provided in RFP, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

**7. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. Settlement of Disputes**

### **8.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation within a period of 90 (ninety) days after receipt by one Party of the other Party's request for such amicable settlement.

### **8.2. Arbitration**

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, that cannot be settled amicably between both the parties, shall be settled by Arbitration.

In any arbitration proceeding hereunder:

- a) Arbitration shall be in accordance with the Arbitration & Conciliation Act 1996, or any statutory amendment thereof.
- b) Arbitration shall be by a sole arbitrator, if agreed upon by the Parties. Failing agreement on the identity of such sole arbitrator, each Party shall appoint one arbitrator, and these two appointed arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel and act as the Presiding Arbitrator.
- c) In an arbitration proceeding consisting of three arbitrators, if a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India).
- d) In an arbitration with sole arbitrator, if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India).
- e) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
- f) English language shall be the official language for all purposes.
- g) Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding on the parties and the persons claiming under them respectively and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- h) The arbitrators, the Arbitral Tribunal and the parties to the arbitration shall maintain confidentially of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation, enforcement and setting aside of the award.
- i) The cost of arbitration shall be equally shared among both the parties.

## **9. Delay in Services**

If the Consultant fails to achieve the completion of service(s) within the time schedule stipulated in the terms of reference and in the opinion of Client the reasons

for delay of such date(s) is solely attributable to the Consultant, the Client is entitled to levy liquidated damages for delay as specified in SCC.

**10. Contact Office**

For commencement and successful performance of various assignments/services under the contract, detailed in ToR, the respective contact department shall be as specified in SCC.

## **SECTION 7: SPECIAL CONDITIONS OF CONTRACT (SCC)**

<b>Reference GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>																			
<b>1.3</b>	The language is: English																			
<b>1.4</b>	Name of the Client: Assam Power Generation Corporation Limited Address: Chief General Manager (PP&I), APGCL, 3 <sup>rd</sup> Floor, Bijulee Bhawan, Paltan Bazaar, Guwahati-01 Attention: Chief General Manager (PP&I), APGCL e-mail address: akshay.talukdar@apgcl.org manashkr.gogoi@apgcl.org (contact person for correspondences)																			
<b>1.5</b>	The Authorized Representatives are as specified above in Clause 1.4																			
<b>1.6</b>	GST as applicable in India for the Consultancy Services shall be paid to the Consultant by the Client at the applicable rates during the currency of Contract. All other taxes, duties, fees, levies and impositions levied under the existing laws during the currency of Contract are to be included in the cost indicated in the financial proposal and they will not be separately reimbursed. The Client shall make deductions of such taxes as may be lawfully imposed.  Change in Applicable Taxes shall be dealt in accordance with GC Clause 5.2																			
<b>2.1</b>	The Contract shall come into effect from the date the contract is signed.																			
<b>2.2</b>	The date for the Commencement of Services is.  On the date, last among a) signing of Contract agreement, or b) issue of Notice to Proceed by the Client																			
<b>2.3</b>	<p><b>Time schedule of contract:</b> APGCL shall issue separate work order or notice to proceed (NTP) for preparation of DPR upon successful submission and acceptance/approval of PFR. However, the work order or NTP for DPR shall be solely on discretion of APGCL and APGCL will not have any liability for the same towards the selected bidder/consultant whatsoever. The time shall be from the date of Commencement of Services up to submission of Final details as per detailed scope of work. Break of time schedule given below;</p> <table border="1"> <thead> <tr> <th><b>S. No.</b></th> <th><b>SCOPE OF WORKS</b></th> <th><b>Duration</b></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Submission of Intermediate report.</td> <td>02 weeks from notice to proceed.</td> </tr> <tr> <td>2.</td> <td>Preparation of Draft Pre-feasibility Report</td> <td>04 Weeks from approval of Intermediate report.</td> </tr> <tr> <td>3.</td> <td>Preparation of Final Pre-feasibility Report</td> <td>2 Weeks from Receipt of Comments on draft PFR.</td> </tr> <tr> <td>4.</td> <td>Preparation of Draft Detailed Project Report</td> <td>18 Months from issue of work order/ notice to proceed for DPR.</td> </tr> <tr> <td>5.</td> <td>Final Detailed Project Report</td> <td>2 Weeks from Receipt of final Comments on draft DPR.</td> </tr> </tbody> </table>		<b>S. No.</b>	<b>SCOPE OF WORKS</b>	<b>Duration</b>	1.	Submission of Intermediate report.	02 weeks from notice to proceed.	2.	Preparation of Draft Pre-feasibility Report	04 Weeks from approval of Intermediate report.	3.	Preparation of Final Pre-feasibility Report	2 Weeks from Receipt of Comments on draft PFR.	4.	Preparation of Draft Detailed Project Report	18 Months from issue of work order/ notice to proceed for DPR.	5.	Final Detailed Project Report	2 Weeks from Receipt of final Comments on draft DPR.
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<b>Reference GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>3.4</b>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988 for the period of consultancy.</li> <li>b) Third Party liability insurance, with a minimum coverage of Rs 500,000- (Rupees five lacs only);</li> <li>c) Professional liability insurance, with a minimum coverage equal to the total contract value for this consultancy for the period of consultancy.</li> <li>d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>e) Insurance against loss of or damage to <ul style="list-style-type: none"> <li>i) equipment purchased in whole or in part with funds provided under this Contract.</li> <li>ii) the Consultant's property used in the performance of the Services, and</li> <li>iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul> </li> <li>f) Notwithstanding anything contained in the Contract, the Consultant's total aggregate liability under or in relation to the Contract (including any breach thereof) or the Services shall in no case exceed the amount of the total fee (exclusive of direct expenses) paid to the Consultant for the Services.</li> <li>g) In no event shall the Consultant have any liability under or in relation to the Contract (including any breach thereof) or Services for any indirect or consequential damages of any nature whatsoever such as but not limited to damages arising out of or pertaining to loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused. Furthermore, the Consultant has no liability for damages which are caused by reasons or circumstances not attributable to the Consultant or which are beyond the reasonable control of the Consultant.</li> </ul>
<b>3.5 (c)</b>	The other actions are: N.A. (Not Applicable).
<b>3.9</b>	The performance security bank guarantee shall be 10% of the Contract Price valid up to the end of time schedule mentioned above in clause 2.3 (SCC) plus 90 days.
<b>5.3</b>	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>a) The data, studies, reports, etc. available with the APGCL. APGCL may suggest suitable sites for PSP that may be included in PFR &amp; DPR.</li> <li>b) All required assistance in obtaining data/ information from other sources.</li> <li>c) Necessary permits/clearances for visit to project site.</li> </ul>
<b>6.5</b>	<p>Payment Schedule: The consultancy services are divided into two parts:</p> <ol style="list-style-type: none"> <li>1. Phase A: preparation and submission of Intermediate Report and PFR</li> <li>2. Phase B: preparation and submission of DPR.</li> </ol>

<b>Reference GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>		
	<p>APGCL may issue a single order or two separate orders for the respective parts and reserves the right to withhold work order for any or both the parts at any time before or after finalization of bids without showing any reasons thereof. Payment schedule for phase A (20% of Total quoted price) and phase B (80% of Total quoted price) shall be as follows:</p>		
	<b>S. No.</b>	<b>Milestones</b>	<b>% of Contract Value</b>
	<b>Phase-A</b>	1. Submission of intermediate report.	5%
		2. Upon submission of draft Pre-feasibility Report	10%
		3. Upon submission of final Pre-feasibility Report and approval by competent authority.	5%
	<b>Phase-B</b>	4. Upon submission of draft DPR	40%
		5. Upon submission of final DPR and approval by competent authority.	40%
<b>6.6 (New Clause)</b>	<p>Payment shall be made within 50 days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within 60 days in the case of the final payment. The invoice/ bill shall be submitted by the Consultant to the Chief General Manager (PP&amp;I), APGCL for regulating the payment.</p>		
<b>9</b>	<p>The amount of the liquidated damages and not as a penalty, the sum shown below for any calendar day in the types and proportions of currencies of the Contract Price shall be:</p> <p>The Client shall levy LD for delay @1% (One percent) per week of the value of any deliverables/milestones. The maximum amount of compensation/delay damages payable by the Consultant shall not exceed 10% (Ten percent) of the total Contract Price. However, the payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.</p>		
<b>10</b>	<p>The contact office for commencement and successful performance of services under the contract are:</p> <p>Name of the Client: Assam Power Generation Corporation Limited</p> <p>Address: Chief General Manager (PP&amp;I), APGCL, 3<sup>rd</sup> Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01</p> <p>Attention: Chief General Manager (PP&amp;I)</p> <p>e-mail address: akshay.talukdar@apgcl.org</p> <p>Copy to : manashkr.gogoi@apgcl.org (contact person)</p>		

## **SECTION 8: CONTRACT FORMS**

## FORMAT OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [\_\_day] day of the month of [\_\_month], [year]. between on the one hand, Chief General Manager (PP&I), \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant")

### WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "services"):
- b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract:

NOW THEREFORE the parties hereto hereby agree as follows:

- 1) The following documents attached hereto shall be deemed to form an integral part of this Contract and are complementary and supplementary to each other However in the event of conflict the order of precedence shall be:
  - a) Minutes of Contract Negotiation and Any other relevant correspondence/ record
  - b) The Special Conditions of Contract
  - c) Consultant Technical Proposal;
  - d) The General Conditions of Contract:
  - e) RFP document with subsequent Correspondances/ Corrigendum/ Addendum etc.
- 2) The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract in particular:
  - a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b) the Client shall make payments to the Consultant In accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Client]

\_\_\_\_\_

[Authorized Representative]

For and on behalf of [name of Consultant]

\_\_\_\_\_

/Authorized Representative] Seal of the Firm \_\_\_\_\_