

অসম শক্তি বিতৰণ কোম্পানী লিমিটেড
ASSAM POWER DISTRIBUTION COMPANY LTD.

REQUEST FOR BID

FOR

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR)
FOR UNDERGROUND CABLING WORKS (LT, 11KV & 33KV) OF THE EXISTING
DISTRIBUTION INFRASTRUCTURE NETWORK IN DIFFERENT LOCATIONS UNDER
GREATER GUWAHATI CITY.**



NIT NO.: CGM(PP&D)/APDCL/Guwahati UG Cabling/22-23/23/01

Dtd: 30.01.2023

OFFICE OF THE CHIEF GENERAL MANAGER (PP&D), APDCL

ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
O/o Chief General Manager (PP&D), Bijulee Bhawan, Paltanbazar, Guwahati- 781001

REQUEST FOR PROPOSAL

NIT No. CGM(PP&D)/APDCL/Guwahati UG Cabling/22-23/23/01

Dtd: 30.01.2023

The Chief General Manager (PP&D), APDCL requests for proposals from the experienced Consultancy Firms through this Request for Bid (RFB) to participate in the bidding and selection process for appointment of Consultant for Preparation of Detailed Project Report (DPR) for Underground Cabling Works (LT, 11kV & 33kV) of the existing distribution infrastructure network in different locations under Greater Guwahati City.

The RFB document can be downloaded from APDCL official website www.apdcl.org and also from <https://assamtenders.gov.in>. Download of RFB document is free of cost. However, bidders must deposit online non-refundable tender processing fee of **Rs. 18,000.00 (Rupees Eighteen Thousand) only** (inclusive of GST) at the time of online submission of tenders in <https://assamtenders.gov.in>. The Earnest Money Deposit (EMD) for the work is **Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only**. EMD shall be deposited through online mode only at the time of submission of proposal in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

The firms registered with NSIC for the tendered services are exempted from payment of tender processing fees and EMD subject to submission of valid NSIC Certificate for the tendered service in support of their claim failing which their proposals will not be considered.

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

Key Dates:

Tender publishing and download startdate & time:	06.02.2023	17:00 Hours
Last date for submitting Pre-bid queries	15.02.2023	17:00 Hours
Pre-Bid meeting date & time:	16.02.2023	12:00 Hours
Bid submission start date and time:	21.02.2023	10:00 Hours
Last date of Bid Submission:	10.03.2023	10:00 Hours
Bid opening date & time:	13.03.2023	15:00 Hours

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

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

Sd/-

Chief General Manager (PP&D), APDCL

Tender Disclaimer

This RFB is not an agreement. This RFB may not be appropriate for all persons, and it is not possible for APDCL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFB. The assumptions, assessments, statements and information contained in this RFB may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFB and obtain independent advice from appropriate sources.

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

APDCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFB or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFB and any assessment, assumption, statement or information contained therein or deemed to form part of this RFB or arising in any way in this Bid stage.

APDCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFB.

The Utility may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFB.

The issue of this RFB does not imply that APDCL is bound to select a Bidder as the Consultant and the utility reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by APDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION - I
TENDER INVITING PROPOSAL



NIT NO.: CGM(PP&D)/APDCL/Guwahati UG Cabling/22-23/23/01

Dated:06/02/2023

The Chief General Manager (PP&D), Assam Power Distribution Co. Ltd., Bijulee Bhawan, Paltan Bazar, Guwahati-1, invites e-tenders from reputed ISO certified consultancy firms having adequate experience in consultancy of underground cabling works for Consultancy Services regarding "Preparation of Detailed Project Report (DPR) for Underground Cabling Works (LT, 11kV & 33kV) of the existing distribution infrastructure network in different locations under Greater Guwahati City."

Work description	Average annual turnover (Rs. in lakh)	EMD amount (Rs. in lakh)	Period of completion in days
Preparation of Detailed Project Report (DPR) for Underground Cabling Works (LT, 11kV & 33kV) of the existing distribution infrastructure network in different locations under Greater Guwahati City.	1000	15	120 (One Hundred Twenty) days from the date of issue of work order

1. **Tender Processing fees & EMD: Rs 18,000.00 (Rupees Eighteen Thousand Only) inclusive of GST.**

The Bidder must deposit non-refundable tender processing fees for the aforesaid amount through online mode at the time of submission of the E-tender. For further details regarding online payment of the tender processing fees, the online published tender documents may be referred.

The tender processing fees and EMD shall be deposited through online mode as per the provision explained above. For MSME of Assam, preference will be provided as per provisions of provisions of the Procurement Preference Policy; Assam 2015 will be applicable. However, the Micro and Small (MSE) category bidders with valid UDYAM/NSIC Registration under the tendered service category are exempted from payment of Tender Processing and the EMD subject to submission of adequate documentary evidences in support of their enlistment in the specific category

2. **Earnest money: Rs 15,00,000.00 (Rupees Fifteen Lakhs Only)**

The EMD must be submitted through online mode at the time of submission of the E-tender. Any tender without EMD will be rejected outright. For further details regarding online payment of the EMD, the online published tender documents may be referred.

3. **INFORMATION ON BIDDING PORTAL.**

(i) The bidders can view/download the tender documents from the e-tender portal of the Govt. of Assam www.assamtenders.gov.in and official website www.apdcl.org

(ii) The bidding will be conducted through the open competitive bidding procedures as per the provisions specified in the Bid. A Single Stage Two Envelope E-tendering Procedure to be adopted to carry out the tendering formalities against this tender.

- (iii) Bids must be submitted electronically through E-tender portal www.assamtenders.gov.in in two parts as Techno Commercial bid and Price bid. A copy of the Technical bid shall be submitted in a sealed envelope super scribing (a) Tender No. (b) Name of the bidder with full address. The submitted hardcopies shall be used for preservation purpose only. **Submission of Techno- commercial Bid in hard/paper form shall not be considered for evaluation purpose. Further, any document not found in the online uploaded copy, but furnished as a part of offline/hardcopy submission shall not be considered for evaluation purpose. Hence, the intending Bidders are advised to upload their techno-commercial bids carefully and completely.**
- (iv) The Bidders shall comply with and agree to all the provisions of the existing conditions of the BID DOCUMENT for various bidding considerations including but not limited to eligibility, costs, payments, information regarding APDCL systems, bid formats, bid submission and other considerations.
- (v) The Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- (vi) **Financial resources:** The bidder shall have to specify proposed source of financing, such as liquid assets, unencumbered real assets, line of credit and other financial means, net current commitments, available to meet the total construction cash flow demand of the subject contract (evaluation & qualification criteria).
- (vii) In case of Micro/ Small/ Medium units of Assam valid documents/ certificates issued by competent authority shall be submitted along with the bid. Preference will be given to Micro/ Small/ Medium units as per provisions of the Procurement Preference Policy; Assam 2015.
- (viii) In the event of any electrical accident occurring due to supply/installation/use of poor quality/ sub-standard material/item or due to poor workmanship on the part of the supplier leading to death or injury of any person or livestock/animal, or damage to any property the supplier shall be held responsible and shall be liable to pay compensation for the same.
- (ix) Corrigendum, if any, would be published online on the website and will be deemed to be a part of the bid document and binding on all the bidders.
- (x) The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances.
- (xi) Formal authority, Registered/Notarized for signing the tender or other documents on behalf of the firm / individual shall be submitted along with the bid. In case of registered company Board's resolution of the company for authorized signatory should be furnished.

- (xii) APDCL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- (xiii) The issue of this BID DOCUMENT does not imply that APDCL is bound to select a Bidder for the Project. APDCL reserves the right to cancel/reject/withdraw any/all bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision. APDCL may accept any tender or part thereof advantageous to APDCL and can award the supply work to one party or split up the supply works amongst different bidders. Decision of undersigned is final and binding on all.
- (xiv) Other detail Eligibility Criteria may be seen in bid document.

The undersigned reserves the right to withdraw, accept or reject any or all tenders without assigning any reason thereof. He is not bound to accept the lowest bids also.

Sd/-

Chief General Manager (PP&D), APDCL

Memo No: CGM(PP&D)/APDCL/Guwahati UG Cabling/22-23/23/01/790

Dated:06.02.2023

Copy to:-

1. The P.S. to the MD, APDCL - for kind appraisal of Hon'ble MD, APDCL.
2. The Chief General Manager (D&S), APDCL, LAR Bijulee Bhawan, Guwahati - for favour of his kind information.
3. The Chief General Manager (F&A), APDCL, Bijulee Bhawan, Guwahati - for favour of his kind information.
4. The PRO, APDCL, Bijulee Bhawan, Guwahati - for publication of the above tender in one issue of "The Assam Tribune", a National English Daily (preferably Business Standard) and one Assamese daily newspaper.
5. Relevant Office file.

Sd/-

Chief General Manager (PP&D), APDCL

SECTION – II
INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1 Introduction of the Tender Enquiry

E-tenders are invited from from reputed ISO certified consultancy firms having adequate experience in consultancy of underground cabling works for Consultancy Services regarding “Preparation of Detailed Project Report (DPR) for Underground Cabling Works (LT, 11kV & 33kV) of the existing distribution infrastructure network in different locations under Greater Guwahati City.”

2 Background:

2.1 APDCL is intending to execute the upgradation works of the present overhead power distribution network of APDCL (33kV, 11kV & LT) of the Greater Guwahati area to an underground cable network as part of APDCL’s plan of creating a disaster resilient power distribution infrastructure of the Greater Guwahati Area for better reliability, capacity, safety and improved stability of power in the gateway city of NorthEast India. As such, for the planning, design, preparation of layout drawings, detailed estimate and implementation of underground cabling in the Greater Guwahati area and preparation of Detailed Project Report. APDCL desires to avail services of an experienced and reputed consultant for preparation of Detailed Project Report (DPR) of the entire plan. As such, E-tenders are invited in single stage two envelope system (Technical bids & Price bids) from reputed ISO certified consultancy firms having adequate experience in consultancy of underground cabling works.

2.2 Existing Distribution Network in Greater Guwahati Area.

Sr No.	Description	Units	For Greater Guwahati Area *
1	Geographical Area	Sq. KM	1530
2	Population as per 2011 census	In Lakhs	14 (approx)
3	No. of 33/11 kV Sub-stations	Nos.	45
4	No. of 33 kV feeders	Nos.	86
5	No. of 11 kV feeders	Nos.	214
6	Length of LT network	Ckm	5230
7	Length of 33 kV network	Ckm	700
8	Length of 11 kV network	Ckm	1500
9	No. of Distribution Transformers	Nos.	3334
10	Total Consumers	Nos.	3,72,301

* The details are indicative only and the bidders are required to verify the same and make his own assessment before submitting their bid.

3 Scope of Work:

3.1 The scope of work is for preparation of Detailed Project Report (DPR) for upgrading the distribution network (33 kV, 11 kV and LT) to underground cabling in the various locations of the Greater Guwahati encompassing a total area of approximately 216 sq. Kms covering the entire Guwahati Electrical Circle -1 and portion of Guwahati Electrical Circle -2 (Jalukbari, Amingaon and Azara Electrical Subdivision). The total scope of upgradation of existing overhead power distribution network to underground power distribution network in terms of line length of 33kV, 11V and LT network is tabulated below:

Sl.No.	Parameters	Unit	Qty
1	Laying of 33 kV Underground Armoured Cable	Ckt. Km	700
2	Laying of 11kV Underground Armoured Cable	Ckt. Km	1500
3	Conversion of L.T. Overhead Lines into Underground Lines	Ckt. Km	5300

3.2 The above quantity may vary depending upon the final survey of the existing power distribution network of Greater Guwahati Area.

3.3 The DPR is to be prepared keeping in view the conversion of existing network as well as creation of new network. An optimal solution has to be provided by the consultant deliberating different alternatives of the mix of Underground & OH Lines.

3.4 The scope of work inter-alia includes the following:

a) **Review of the Distribution Network Master Plan:** The Distribution Network plan for next 10 years or more available with APDCL shall be reviewed, giving year wise Network augmentations to meet the projected load growth and also ensuring that the Distribution Network satisfies the following:

- (i) Voltage drop on the feeder is limited to statutory limits.
- (ii) Loading on the feeders shall not exceed break-even loading limits
- (iii) The losses shall conform to prevailing international levels

b) **Evaluation of Existing Distribution Network :** Evaluation of existing network parameters in terms of loading, voltage regulations and Technical Losses shall be done and the existing Distribution Network condition shall be evaluated so as to determine/checking the following:

- (i) Calculate Section wise voltage regulation and Line losses
- (ii) Calculate / Evaluate Feeder wise technical loss
- (iii) Segregate Technical (voltage wise and component wise) & Commercial losses.
- (iv) Identify the problematic areas with high voltage drops
- (v) Check the Adequacy of Sub Transmission capacity at 33 kV level sub stations
- (vi) Check the adequacy of 33 kV, 11 kV and LT feeder I lines
- (vii) Overloading of distribution transformers

c) **Mapping of the Existing Network & Marking of Tentative Cable Connectivity:**

- (i) Entire network from the level of LT pole up to 33kV Substation including DTs, shall be mapped with the help of the GPS indicating the mode of connectivity i.e., overhead wires /cables etc. **The consultant shall undertake GPS survey from LT pole upto 33 kV Substation including DTs for mapping of the Existing Network & Marking of Tentative Cable Connectivity.** The consultant shall deploy required number of survey teams for carrying out the GPS survey
- (ii) The network map shall be superimposed with the tentative cable connectivity at different voltage levels. This would be separately marked with new, replacements etc.

d) **Field Survey to Establish the Feasibility of the Identified Cable Route:**

- (i) Physical route survey would be undertaken to finalize the routes for the underground cables.

- (ii) Suitable/Viable routes would be finalized for the cables to be laid separately for LT, 11kV and 33kV levels and due weightage would be given to the mode of cabling i.e., trenching, piping, ducting.
- e) **Preparation of Detailed Project Report (DPR):**
- (i) The master data pertaining to technical parameters, design standards, execution methodology will be the back bone built on scientific studies undertaken by the Consultant.
 - (ii) The DPR shall be prepared and submitted Area wise and voltage level wise in phases as per priority of the area in consultation with PWD, Govt. of Assam.
 - (iii) Based on the mapping, the sizing of cables shall be finalized for different routes at the defined voltage levels.
 - (iv) Details of all the RMUs, Feeder Pillars, Service Pillars, any other equipment that are necessary for overall construction of the underground cabling system based on the requirements as indicated in the route map drawing attached in Annexure-I and further correspondence and requirement of APDCL.
 - (v) The sizing of cables shall take care of the technical requirements /parameters including issues related with the protection coordination.
 - (vi) All the calculation of sizing of cables, voltage drops, etc shall be done using standard softwares.
 - (vii) Separate cable schedule for LT, 11 kV and 33KV areas shall be prepared and included in the DPR.
 - (viii) BOQ for the proposed cable schedule shall be prepared covering all the voltage levels including identification of the requirements of the cable accessories.
 - (ix) The cost estimate would be prepared on the basis of the BOQ. This should be so structured as to facilitate section wise, voltage level wise packaging for NIT.
 - (x) Cost Benefit Analysis (CBA) and viability assessment of the project along with the Project financials (Cost Estimation, Revenue Stream, IRR, NPV etc.)
 - (xi) The technical specifications for different voltage cables, Ring Main Units, Feeder Pillars, Service Pillars and other accessories including terminations would be also be included in the DPR.
 - (xii) Technical specifications and detailed task-wise methodology for cable laying would also be the part of the DPR.
 - (xiii) The DPR shall also include the following:
 - Area wise and voltage wise cable schedules.
 - Area wise and voltage wise cost estimates.
 - Area wise voltage wise voltage regulation calculation.
 - Area wise voltage wise Protection coordination calculations.
 - Area wise voltage wise network map including proposed cable routing.
 - Technical specifications of cable supply and laying.
 - Area wise voltage wise assessment of completion schedule of the project
 - (xiv) The DPR must consist of the detailed master schedule of the project alongwith all the resource allocation and budget estimate. The master schedule shall be considered as the baseline plan wherein all the project works shall be updated and reviewed. The project schedule shall be preferably in MS Project.
 - (xv) Risk identification and mitigation plan for project execution.

- (xvi) Environmental Impact Assessment covering the environmental impact of the project. It should include an assessment of the impact on air, water, soil, forest and wildlife.
- (xvii) The detailed layout of the route map of all the areas to be covered under the underground cabling project.
- (xviii) Details of Liaisoning with various departments and stakeholders as per the work area for obtaining necessary clearances with timeline to ensure smooth implementation of the project.
- (xix) Regulatory and Legal Compliance covering the regulatory and legal requirements for the project. It should include an analysis of the applicable laws and regulations, permits and approvals required, and compliance with environmental standards.
- (xx)

Note: The consultant shall not engage any sub-consultancy firm for any kind of DPR preparation or project management works for the consultancy works for this tender. The selected consultant must be adequately resourceful for providing the required consultancy services for full and smooth execution of the project.

4 Manpower Requirement:

The Consultant shall appoint minimum technical resource persons during the execution of the project. The Project Manager shall be single-point-of-contact for responding to all the queries from HQ/DISCOM sites or accepting its problem management requests. The consultant shall deploy sufficient and qualified, skilled manpower to carry out the services. It is imperative for the staff to know the requirements given in the RFP and be able to deal with all the queries related to the Underground Cabling System.

The detailed CV of all such manpower shall be submitted along-with the bid.

SI No.	Details of Resource Persons for Execution of the Project	No. of Resource persons required during Hand- holding
1	Project Manager - Domain expert of the project	1
2	Distribution Experts	1
3	CAD Experts	2
4	Surveyors	8

A. Qualification Requirements for the Key Experts

NOTE: Experience of all the Key Experts in similar geographic area shall be an added advantage

SL. No.	Key position	Minimum Qualification and professional Experience desired	Area of Specific Expertise Desired and other terms
1)	Project Manager / Team Leader (1 No.)	1) Power Engineer holding post-graduation degree in Electrical Engineering and having consulting engineering experience in underground power system upgradation in distribution/transmission sector for not less than 15 (fifteen) years.	<u>Area of Specialization:</u> Distribution Planning and analysis, power system studies, underground power system operation, in Distribution/Transmission Sector with voltage levels 33 kV and above

	<p>2) Expertise in underground cabling network planning, including budgeting, scheduling, and resource allocation.</p> <p>3) Convergence with relevant technical standards, guidelines/norms issued by Central Electricity Authority (CEA) or other statutory bodies for compliances during the preparation of DPR.</p> <p>Marking Scheme:</p> <p>a) For post graduation qualification: 1 marks</p> <p>b) 1 mark for 15 years experience.</p> <p>c) 1 mark for each year of experience in similar assignment above 15 years subject to maximum 4 marks.</p> <p>d) Experience in DPR preparation for UG cabling project: 2 marks (0.5marks for each project subject to maximum 2 marks).</p> <p>e) Personal Interview: 5 marks</p>	<p>Other Terms:</p> <p>1) Excellent command of English both written and orally and a proven track record in team leadership as well as management of project of similar magnitude.</p> <p>2) The responsibilities are included but not limited to:</p> <p>a) Responsible for managing the project from start to finish, including budgeting, scheduling, resource allocation of the proposed underground cabling system as per the scope of works, and ensuring that the project is completed on time and within budget.</p> <p>b) Team Leadership, Collection, analysis, validation of the network data, creation of network model for simulation, analyze the existing Distribution System, Load forecast, Project Management, Monitoring & Reporting, identify potential risks and remedial actions, and all other works as mentioned in the scope of works of the project.</p> <p>c) Liaison with various departments and stakeholders involved in the upgradation works.</p> <p>d) Carrying out the Cost Benefit Analysis and Financial viability Assessment using various standard parameters (IRR, NPV, etc.)</p>
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2)	Distribution Expert (1 No.)	<p>1) Power Engineer holding Bachelor's degree or higher in Electrical Engineering and having professional work experience for not less than 10(ten) years in underground cabling in power system/distribution/ transmission sector.</p> <p>2) Expertise in underground cabling network implementation.</p> <p>Marking Scheme:</p> <p>a) 1 mark for 10 years experience.</p> <p>b) 0.5 mark for each year of experience in similar assignment above 10 years subject to maximum 2 marks.</p> <p>c) Experience in UG cabling implementation projects: 2 marks (0.5marks for each project subject to maximum 2 marks).</p> <p>d) Personal Interview: 5 marks</p>	<p>Area of Specialization: Power System Study & Network Planning and design, Distribution planning, electricity demand forecasting and areas relevant to the scope of works.</p> <p>Other Terms: The responsibilities inter-alia include:</p> <p>1) Survey and Analysis of the existing distribution network of APDCL, checking the technical feasibility of the project and analyze the performance under a range of realistic operating scenarios and all the other scope of works.</p> <p>2) Design and planning of the underground cable network, including selecting the appropriate cable types and sizes, determining the optimal routing, and ensuring compliance with relevant standards and regulations.</p> <p>3) Assist team leader in monitoring, supervising, coordinating overall activities of other experts in the team.</p> <p>4) Identify bottlenecks of the prevailing distribution network, advice remedial measures and propose in the scheme.</p>
3)	CAD Expert (2 Nos.)	<p>1) Power Engineer having degree in Electrical /Power System Engineering with an overall experience of more than 5 years in the CAD designing.</p> <p>Marking Scheme:</p> <p>a) 1 mark for 5 years of experience in CAD designing.</p> <p>b) 0.5 marks for each year of experience in CAD designing above 5 years subject to maximum 1 mark.</p>	<p>Area of Specialization: Should possess expertise in using computer-aided design (CAD) software to create detailed drawings and plans of underground cable networks..</p> <p>Other Terms: The responsibilities inter-alia include: Creating detailed drawings and plans of the underground cable network using computer-aided design (CAD) software.</p>

4)	Surveyors (8 nos.)	<p>1) A bachelor's degree/diploma in surveying and mapping, geomatics, or a related field with an overall experience of at least 5 years in Power Distribution Sector, Electrical substations, electrical power distribution, power system survey works, etc. relevant to the scope of works as in Part 1 of the project</p> <p>2) Proficiency in using surveying equipment, mapping software, and GPS.</p> <p>3) Experience in conducting surveys for underground cable networks shall be preferred.</p> <p>Marking Scheme:</p> <p>a) 0.5 mark for 5 years of experience in surveying works as described above.</p> <p>b) 0.1 marks for each year of experience in surveying works as described above 5 years subject to maximum 0.5 mark.</p>	<p>Area of Specialization: Power Distribution Sector, Electrical substations, electrical power distribution, power system survey works, etc.</p> <p>Other Terms: The responsibilities inter-alia include:</p> <p>1) Assist the project manger and distribution expert to produce and collect the network data.</p> <p>2) Conducting topographical surveys to determine the best route for the underground cable network.</p> <p>3) Field visit and stay for collection of all data with respect to substations, 33kV, and 11kV & LT feeders as laid out in the scope of works of the project.</p> <p>4) Validation and consultation of the collected data at every stage of data collection .</p>
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Note: Any other job responsibilities not included above but required or requested for APDCL for completion of the project shall also be considered by the bidder.

5 DELIVERABLES

- a) Submission of Draft DPR with detailed section wise estimate for 33 kV & 11 kV feeders as per the Scope of Work mentioned at clause 2.0 : (4 Hard copies + 1 Editable Soft copy)
- b) Submission of Draft DPR with detailed section wise estimate for 33 kV, 11 kV feeders and LT feeders as per the Scope of Work mentioned at clause 2.0 - (4 Hard copies + 1 Editable Soft copy)
- c) Submission of Final DPRs with detailed section wise estimate as per the formats and the guidelines stipulated by the funding agencies -(4 Hard copies + 1 Editable Soft copy)
- d) Submission of Approved DPRs after acceptance - (4 Hard copies + 1 Editable Soft copy)

6 Eligibility Criteria and Basic Qualifying Requirements.

6.1 Technical

- a) The bidder shall be an Indian legal entity in the form of sole proprietorship; or partnership firm set up under Indian Partnership Act, 1932; or HUF; or Pvt. Ltd/ Public Ltd. Company registered under the Indian Companies Act, 1956; or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or Govt. Company or Corporations; or Public Sector Undertakings duly incorporated under relevant laws/acts in India only. This must be supplemented by necessary supporting documents along with the proposal.
Joint Ventures (JV) comprising not more than 2 (two) partners (referred to as JV partners of JV members), with each partner individually meeting the requirement specified in this document, are also eligible to bid, provided that the bidding Joint Venture (also referred to as the Consultant):

(i) submits, in its Technical Proposal, a copy of the Joint Venture Agreement entered between them, with a specific provision included therein that the JV partners shall be jointly and severally liable for execution of the contract in accordance with the terms and conditions of the contract, and a statement to this effect is also included in the Technical Proposal Submission Form provided in **Section IV: Technical and Financial Proposal** of the RFP/ bidding documents;

(ii) submits, in its Technical Proposal, a Joint Deed of Undertaking (JDU) in favour of the DISCOM, as per the format provided in **Section IV: Technical and Financial Proposal** of the RFP/ bidding documents, signed by the JV partners, inter-alia, indicating therein the delineation of responsibilities of the JV partners in relation to the execution of the Contract; and

(iii) one of the JV partners, who is designated as the Lead Partner, is authorized to incur liabilities and receive instruction for and on behalf of any and all JV partners and the entire execution of the contract including receipt of payment shall be done exclusively through the lead Partner. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney in favour of the Lead Partner, signed by legally authorized signatories of all the JV partners, as per format provided in **Section IV: Technical and Financial Proposal** of the RFP/ bidding documents.

No change in the structure / constitution of the Joint Venture shall be permitted at any stage till the entire time period of execution of the contract, including any extension thereto, and completion of assignments thereunder.

- b) The firm must have experience of providing **Power Distribution Sector consultancy services** to CPSUs/ State Government/ Government undertakings/ Govt. Utilities / Corporations for a **minimum period of 5 (five) years**, as on the date of opening of techno- commercial bid. In case of JV, all the partners shall have the minimum experience as mentioned in the clause.
- c) The firm must have undertaken and successfully completed **at least 03(Three)** similar assignments for preparation of Detailed Project Report (DPR)/formulation of Report for underground cable distribution network in the last **ten (10)** financial years i.e. from Financial Year 2012-13 onwards with cumulative consultancy services cost of minimum Rs. 1 (one) Crore with State Distribution Company/Private Utilities/Electricity Departments/Regulatory Commissions, State or Central Govt. PSUs/ Corporation/ Departments in India.
- In case of JV, each partner shall have experience of atleast 1 no. of similar assignment with minimum value of Rs. 25 Lakhs individually and collectively to meet the overall criteria of at least 3nos. similar assignments with financial involvement of atleast Rs. 1 crore.
- d) The firm must have experience of providing consulting services for GPS/GIS based survey and preparation of DPR of electrical power distribution network and underground cabling works in electrical power distribution network upto 33 kV for at least 3 (Three) power distribution utilities in India. Letter of award/ contract documents will be submitted to claim the experience.
- In case of JV, each partner shall have minimum experience of such services in atleast 1 nos. of State Distribution Company/Reputed Private Utilities/Electricity Departments/Regulatory Commissions, State or Central Govt. PSUs/ Corporation/

- Departments in India individually and collectively to meet the overall criteria of minimum 3 different utilities.
- e) The consultancy firm must be ISO certified.
 - f) The Bidder or any one partner in case of a JV must not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
 - g) The proposals submitted by the consultants shall be rejected, if-
 - i. If any milestones of an ongoing project of APDCL wherein the consultant is involved, has not been completed on time; or
 - ii. If any of the projects awarded to the consultant has not been completed within the scheduled project completion period and the reason for such delay is solely because of fault of consultant or reasons attributed to him/her.

6.2 Financial.

- a) Average annual turnover of the bidder for the last three consecutive financial years (FY 2019-20, FY 2020-21, FY 2021-22) shall be as per NIT and the annual turnover must be certified by a registered Chartered Accountant. This shall be supported by the copy of the income tax return submitted by the firm for the last three years.
In case of JV, the lead partner shall meet minimum 60% and each of the other partner shall meet at least 40% of the criteria individually and collectively meet the overall criteria.
- b) The bidder including all the partners of the JV shall compulsorily submit audited balance sheet certified by a registered Chartered Accountant for the financial years (FY 2019-20, FY 2020-21, FY 2021-22)
- c) Net Worth of all the bidders/all JV partners for any three (03) audited financial years in the last five (5) financial years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21) shall be positive. This must be certified by a registered Chartered Accountant with copies of audited balance sheets and Profit & Loss Statements for the said years along with the subsequent income tax return statements. In case of JV, each partner shall meet the criteria individually.
Net worth means the sum of total of paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and in tangible assets.
- d) The bidder or any one partner in case of a JV shall furnish GST registration certificate, etc. (wherever applicable).
- e) The bidder or any one partner in case of a JV shall furnish copy of their PAN Card. The card must be in the name of the firm if the bidder is a firm.
- f) Power of attorney shall be a registered/ notarized one.
- g) Formal authority, Registered/Notarized for signing the tender or other documents on behalf of the firm / individual shall be submitted along with the bid. In case of registered company Board's resolution of the company for authorized signatory shall be furnished.
- h) Notwithstanding anything stated herein above, APDCL reserves the right to assess the capacity and capability of the bidder to execute the work, shall the circumstance warrant such assessment in the overall interest of APDCL.

7 LITIGATION HISTORY:

Bidders shall submit details of all the litigation, arbitration or other claims, whether pending, threatened, or resolved in the last five years, with the exception of immaterial claims with a cumulative impact of not more than 10 per cent of their total assets. The Employer shall disqualify bidders in the event that the total amounts of pending or threatened litigation, arbitration or other claims represent more than 50 per cent of their total assets. Bidder having litigation with APDCL are not eligible to participate in this bid.

8 Submission of documents with technical bids

- i) All documents in support of Sl. no (6) i.e. **Eligibility Criteria and Basic Qualifying Requirements (6.1-Technical and 6.2- Financial)** shall be submitted with the bid.
- ii) Certificates and testimonials in support of credentials of the bidder's organization.
- iii) Details of past experience hand with awarded amount and progress report.
- iv) Any other information, the bidder may feel facilitative in evaluating the bid.
- v) Certificate from Registered Chartered Accountant in support of Audited Annual turn-over.
- vi) If the bidder is involved in any litigation with APDCL/ or any successor company of ASEB. The bidder shall furnish the information to that effect.
- vii) Bidders have to provide a list of projects completed by them in last five years.
- viii) A detailed list of existing or ongoing works with APDCL/ AEGCL / APGCL& other Central / State Govt.
- ix) Copies of valid ISO Certifications shall be submitted in support with the bidding document.

All supporting documents like Work Order copies, Performance Certificates, Completion Certificates must be strictly about underground cabling works only as sought in the eligibility criteria.

Bids submitted without anyone of the above documents shall be rejected outright.

- 9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and /or
 - b) Record of poor performance by the bidders or their sister concern such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in APDCL or any other utilities in India.
- 10 Notwithstanding anything stated herein under, the Purchaser reserves the right to assess the capacity and capability of the bidder to execute the work.

11 Submission of bid:

The bid shall be in two parts, i.e. (i) Techno commercial bid, (ii) Price bid and it shall be submitted in sealed envelopes.

i. Techno-commercial bid

In the techno commercial bid, the bidders are required to submit tender processing fees and Earnest money Deposit, PAN, GST registration, Annual Turn Over certified by C.A for last 3 years, Order executing details of similar work and experience, vendor's company credentials, registration details, various certifications, etc. as per requirement.

ii. Price Bid

The Price Bid shall be the offer price for the above work and inclusive of all cost. Submission of Price Bid Schedule with all quantities and prices shall be filled up as per annexure provided in the detail bid document. **All quoted rate shall be inclusive of GST and all taxes as applicable as per prevailing rate.**

Note :

- a) In case of any difference found between the rates in figures and in words, minimum of the two shall be considered. If the bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of bid guarantee/security shall be forfeited.
- b) The rates quoted shall be inclusive of all taxes, official travel charges, any equipment transportation charges, etc.
- c) No separate declaration offering discount on price shall be allowed. Offered price in the price schedule shall be considered final for evaluation.
- d) **In the event of any bidder found to be involved in corrupt / fraudulent practices / incomplete information in competing for the bid, APDCL shall reject the proposal. If any such thing is detected even after opening of price bid / award of the contract, the contract shall be cancelled forthwith without any notice and the PBG shall be invoked. Moreover, APDCL shall declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.**
- e) **Any major deviation in the uploaded bid or of the bidder that might have remained unobserved due to oversight during the techno commercial evaluation / price bid opening and comes to the notice APDCL at a later stage, then the same shall be effective at any stage of the tender such as techno-commercial evaluation/price bid opening/award of work resulting in disqualification of the respective bidder/withdrawal of the LoA without any prior notice.**
- f) Bidders shall upload their most competitive rates. It may please be noted that incomplete tenders shall not be accepted.

Date of opening of Price Bids shall be intimated subsequently to the Techno-Commercially qualified Bidders.

12 All queries may be submitted to

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited (LAR),
6th Floor, Bijulee Bhawan,
Paltan Bazar, Guwahati – 781 001.
Email – cgmppd.mattc@apdcl.org

All the queries related to the bid document may be mailed to the above email id.

13 Performance Guarantee.

The successful bidder shall have to deposit performance security in the form of Bank Guarantee from a scheduled commercial bank of RBI which has a branch in Guwahati pledged in favour of Assam Power Distribution Company Limited as per prescribed proforma for an amount equivalent to 3% (three percent) of the awarded value. The BG shall be furnished to the Chief General Manager (PP&D), APDCL along with acceptance of Letter of Intent (LOI) within 7 (Seven) days from the date of issue of LOI. The validity of the BG shall be for a period

of 3 (three) months beyond the scheduled date of completion of work by the Consultant with additional one month claim period. If the consultant fails or neglect to perform any of his obligations under the contract, the APDCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier. No interest shall be payable on such deposits.

14 Bid Opening, Evaluation and Award of work:

1. The first envelope containing the Techno-commercial bid shall be opened in the presence of the authorized representatives of the agencies, who wish to be present.
2. The Consultant must agree to the entire scope of work and deliverables (given in the Covering Letter Form). No proposal for deviation/ part scope of work will be considered.
3. The bids will be evaluated on Quality cum Cost Based System (QCBS) as detailed hereunder. Quality and competence of the consulting service shall be considered as paramount requirement.
4. **The Technical evaluation shall have total hundred (100) marks, with minimum qualifying marks being Seventy (70). Financial offers of only technically qualified firms would be opened. The technical evaluation shall be done based on the following criteria:**

SL No.	Experience Category	Criteria	Maximum Marks		
1	Consulting Experience	No. of years of experience of providing Power Distribution Sector consultancy services to CPSUs/ State Government/ Government undertakings/ Govt. Utilities / Corporations, as on the date of opening of techno- commercial bid	10		
2	Similar Assignment Experience	No. of successfully completed similar assignments for preparation of Detailed Project Report (DPR)/formulation of Report for underground cable distribution network in the last ten (10) financial years i.e. from Financial Year 2012-13 onwards with cumulative consultancy services cost of minimum Rs. 1 (one) Crore with State Distribution Company/Private Utilities/Electricity Departments/Regulatory Commissions, State or Central Govt. PSUs/ Corporation/ Departments in India.	20		
		#		weightage	%
		1		Cumulative Project Value	50
		2		No. of successfully completed projects	50
3	Similar Assignment Experience	The Bidder must have experience in successful completion of similar assignments for of providing consulting services for GPS/GIS based survey and preparation of DPR of electrical power distribution network and underground cabling works in electrical power distribution network upto 33 kV for at least 3 (Three) power distribution utilities in India.	15		
		#		Weightage	%
		1		No. of completed projects.	50
		2		No. of State Distribution Company in India for whom similar projects have been completed.	50
4	Key Expert's Experience	Proposed team strength comprising Key-Experts and Surveyors with roles and responsibilities as per terms and conditions mentioned in the RFB. 1. Project Manager / Team Leader – 13 marks 2. Distribution Expert – 10 marks	35		

		3. CAD Expert – 2 Marks for each expert 4. Surveyors. – 1 Mark for each expert. All the proposed key experts except Surveyors shall be on the pay-roll of the consulting firm.			
6	Completeness of the proposed methodology	Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference [The client will assess whether the proposed methodology is clear, responds to the RFB,, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]		10	
		#	Weightage		%
		1	Completeness of detailed work plan and task-wise methodology for execution of the scope of work including capacity building of APDCL officials.		30
		2	Furnishing of detailed schedule of operations to achieve the scope of work alongwith PERT Chart, detailed timeline and identification of critical tasks.		50
		3	Coverage of Liaisoning requirements in the DPR.	20	
8	Financial Capability	Average annual turnover of the bidder for the last three consecutive financial years (FY 2019-20, FY 2020-21, FY 2021-22) shall be as per RFB and the annual turnover must be certified by a registered Chartered Accountant.		10	
		#	Parameter		%
		1	Rs 10 Crores		5
		2	Rs 10 Crores to Rs 100 Crores		Proportionate marking
		3	Above Rs 100 Crores	10	

Note to Bidders: -

- ❖ **Scores shall be assigned in proportion to highest submission against the qualifying criteria.**
- ❖ A bidder failing to fulfill the minimum eligibility against any given criteria as tabulated above shall be awarded “zero” marks against that particular criterion.
- ❖ **Minimum marks required for qualifying the Techno-commercial evaluation stage: 70**
- ❖ **Bidders shall have to submit documentary evidence in support of above claim in the form of LOA/LOI/work orders/ contract agreement/ performance certificate/completion certificate issued by the client, etc. Experience of Foreign or In-house assignments shall not be considered.**
- ❖ **In case of JV, the scores obtained against respective evaluation parameters by each partner shall be added together subject to maximum allocation against the criteria.**

15 APPENDIX A: TENDER EVALUATION METHODOLOGY

15.1 Tender Evaluation Methodology (QCBS)

The Proposals shall be evaluated following the QCBS method. In case of QCBS, each bidder shall be given a score against various eligibility criteria as per the following modalities. Under this RFP, technical proposals will be allotted weightage of **80 % (eighty percent)** while the financial proposals will be allotted weightages of **20 % (twenty percent)**. The proposal with highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t the highest marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The Proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

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

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

Where,

- C = Evaluated Bid Price
C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids
T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weightage for the Price as specified above viz. 20 %

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

15.2 Evaluation of Financial Proposal: -

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

Evaluated score of the bidder = **(C_{low} / C) x 100** where,

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

**SECTION III:
TECHNICAL & FINANCIAL PROPOSAL
(STANDARD FORMATS)**

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

(On Bidder's Letterhead)

Name of Contract: - Consultancy Services for Preparation of detailed System Study Report of the Sub-Transmission And Distribution Network of APDCL including simulation and design using suitable and updated distribution planning software along with handhold training

Reference RFP: - (E n t e r t h e R F P N o .)

To Chief General Manager (PP&D), APDCL 6th floor, Bijulee Bhawan, Paltanbazar
Guwahati- 781001, Assam, India
Sir,

We have examined the conditions of Contracts for appointment of CONSULTANT to APDCL mentioned in the bid document. We have understood and checked these documents and have not found any errors in them. We accordingly put forward our offer as System Study Consultants to APDCL. The work involves field survey of the distribution network of APDCL under various circles, preparation of a detailed system study, load survey report, supply of distribution planning and simulation software, etc. and any other works, as defined in the bid document, fit for its purpose in conformity with these documents and the enclosed proposal.

We hereby declare that we accept all the terms, conditions, specifications and all other matters set forth in all the sections of this RFP Document and agree that these will form a part of the Contract if we are selected for award of Contract.

We have submitted price bids electronically for RFP No. (E n t e r t h e R F P N o .) We have submitted complete details of our technical and financial capabilities for establishing our eligibility to on all this undertake all the works in the RFP. However, we hereby confirm that we accept that the Tenderer's decision on our eligibility to undertake the works in accordance with the requirements set out in the Instruction to the bidders will be final and binding on us, and that we will not raise any objection should the Tenderer decide to reject our Bid for one or more Tenders on the grounds that we do not satisfactorily meet the minimum qualifying criteria and qualification requirement.

This Bid and your written acceptance shall be the basis for Contract Agreement. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of 180 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses.

We accept and confirm that Dispute Resolution procedures shall be carried out in accordance with Arbitration Act 1996 for resolution of any disputes that cannot be mutually agreed with the Client.

Yours' Faithfully

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company/firm name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

FORM TECH-2
CONSULTANT'S ORGANIZATION AND EXPERIENCE

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. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

List only previous similar assignments successfully completed in the last *five (5)* years.

1. List only those assignments for which the Consultant was legally contracted by a client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name /& brief description of main deliverables/outputs	Name, Address of the Clients with contact no.	Approx. Contract Value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009-Apr.2010}	{e.g., "Improvement quality of": designed master plan for rationalization of..... ;}	{e.g., Ministry of, country}	{e.g., INR 1 Crore}	{e.g., Lead partner in a JVA&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....": drafted secondary level regulations on}	{e.g., municipality of, country}	{e.g., INR 1 Crore}	{e.g., sole Consultant}

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

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

Form TECH-4: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

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

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing
- (d) Liaisoning requirements

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Bid Document, the technical approach and the methodology you would adopt for implementing the tasks, including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the scope of assignment of the bid document in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the scope of assignment and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Surveyors and relevant technical and administrative support staff.}
- d) **Liaisoning requirements:** Please describe detailed Liaisoning plan with various departments and stakeholders as per the work area.

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)							TOTAL
		1	2	3	4	5	6	
D-1								
D-2								
D-3								
.								
.								
.								
.								
.								
D-n								

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

FORM TECH-6
CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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, 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.}

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

Membership in Professional Associations and Publications:

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

Annexure 6: Format for Summary of Audited Financial Statements distinctly indicating the revenue heads and Annual Turnover for the last 5(five) consecutive FYs

FORM FIN-1

Financial Data for Previous 5 Years [Rs in lakhs]				
Year 1: 2016-17	Year 2: 2017-18	Year 3: 2018-19	Year 4: 2019-20	Year 5: 2020-21

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Form FIN - 2: Average Annual Turnover

Annual Turnover Data for the last 5 Years (from the Power Sector Consultancy Business)	
Year	Amount (Rs. In lakhs)
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (Rs. In lakhs)
1		
2		

- All the information furnished above shall be CA (Chartered Accountant) certified and duly supplemented by Audited Balanced sheet for the respective financial years.

FINANCIAL PROPOSAL SUBMISSION FORMAT
(To be filled up by the bidder)

Sl.No.	Description	Unit	Total Lump Sum Price in INR (In Words Also)
1	Preparation of Detailed Project Report (DPR) for Underground Cabling Works (LT, 11kV & 33kV) of the existing distribution infrastructure network in different locations under Greater Guwahati City.	Lump sum	

Note:

1. The price offer for the Assignment must be quoted on lump sum basis inclusive of all taxes and duties etc as may be applicable. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
2. The consultant shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the consultant without any additional cost to APDCL.
3. All expenses including travel expenses, boarding & lodging expenses, etc incurred by the selected consultant (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected consultant and APDCL will not take any responsibility whatsoever on this account.
4. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

**SECTION IV:
GENERAL CONDITIONS OF
CONTRACT(GCC)**

1. General Introduction

1.1 Definitions & Interpretations

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

- 1.1.1** Employer/Purchaser/Client/Owner means Assam Power Distribution Company Limited (in short APDCL)
- 1.1.2** “Consultant” means the firms whose proposal to perform the Contract has been accepted by the Employer and is named in the Contract Agreement, and includes the legal successors or permitted assigns of the Consultant.
- 1.1.3** “Contract” shall mean and include the general conditions, specifications, schedules, tender forms, bidding schedules, covering letter, schedule of prices, any special conditions applying to the particular contract specification, amendments if any, letter of award, letter of acceptance and contract agreement to be entered into.
- 1.1.4** “Contract Period” means the period from the Contract commencement date to the date on which Warranty Period is over. Date of Awarding of LOA shall be treated as the “date of commencement of contract”.
- 1.1.5** “Facilities” means the Materials and Equipment to be supplied and installed/erected, as well as all the Installation Services to be carried out by the Consultant under the Contract.
- 1.1.6** “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.7** “Taking Over” means the Employers’ written acceptance of the Facilities under the Contract, after successful Operation and acceptance of the facilities by the Employer.
- 1.1.8** “Time for Completion” means the time within which Completion of the Facilities is to be attained in accordance with the scope of work and specifications, as a whole and “Taking Over” by the Employer is to be attained.
- 1.1.9** “Day” shall mean a calendar day.
- 1.1.10** “Month” shall mean a calendar month.
- 1.1.11** “Key Expert” means Project Manager, Distribution Expert and CAD Experts to be engaged under the contract.
- 1.1.12** “Non-Key Expert” means the Surveyors to be engaged under the contract.

1.2 Language

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

accuracy of such translation. The Consultant shall be bound to the English translation and what has been stated therein.

1.3 Governing Laws

1.3.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

1.3.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

1.4 Intellectual Property

1.4.1 Copy Right

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

1.4.2 Confidential Information

1.4.2.1 Both Consultant and APDCL shall undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.

1.4.2.2 After the entering of the contract, APDCL and the Consultant shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

1.4.2.3 APDCL shall not use such documents, data, and other information received from the Consultant for any purposes not related to the Contract.

Similarly, the Consultant shall not use such documents, data, and other information received from APDCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

1.4.2.4 The obligation of a Party under Clauses 1.4.2.1 and 1.4.2.2 above, however, shall not apply to information that:

- APDCL or Consultant need to share with the institutions

participating in the financing of the Contract;

- now or hereafter enters the public domain through no fault of that Party;
- can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

1.4.2.5 The above provisions of this Section 1.4.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Services or any part thereof.

1.4.2.6 Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-consultants.

1.4.2.7 The provisions of this Section 1.4.2 survive completion or termination, for whatever reason, of the Contract.

2. Subject Matter of Contract

2.1 Scope of Works

As stipulated under clause no. 3 under Section II: Information to bidders of the RFP.

2.2 Consultant's Responsibilities

The Consultant shall successfully implement this project as per the Scope of Work, Functional Requirements, Project Deliverables as mentioned in this RFP.

2.2.1 Standard of Performance:

- a) The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- b) The Consultant shall employ and provide such qualified and experienced Key Experts and Sub-consultants as are required to carry out the Services.

2.2.2 Law applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and other Staff, comply with the Applicable Law.

2.2.3 **Conflict of Interests**

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

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

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

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

2.2.4 **Accounting, Inspection and Auditing**

- a) The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- b) The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank.

2.2.5 **Reporting Obligations**

The Consultant shall submit to the Client the reports and documents in the form, in the numbers and within the time periods specified under Section IV: Terms of Reference of the RFP Document.

2.2.6 **Proprietary Rights of the Client in Reports and Records**

Unless otherwise specified, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the

- a) Services shall be confidential and become and remain the absolute property of the Client. 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. The Consultant may retain a copy of such documents, data

and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

- b) If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. The Client shall not use such information in future without prior written consent of APDCL.

2.3 APDCL's Responsibilities

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

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

2.3.3 Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services

2.3.4 Access to Project Site:

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. However, the Consultant shall indemnify and hold harmless the Employer and Employer's Officials against any damage to the project site or any property thereon resulting from such access in pursuant to clause 7.1 under this section.

2.3.5 Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties 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 by agreement between the Parties hereto, and corresponding adjustments shall be according to the final sanction value of the Project.

2.3.6 Payment Obligations

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in pursuant to the Terms of Payment mentioned under Clause no. 5 of this existing Section of the RFP.

3. Execution of the Project

3.1 Project Completion Period

The entire project as mentioned in the scope of works section must be completed within 6 (six) months from the date of award of Contract.

3.2 Project implementation Schedule

The CONSULTANT shall submit his proposed action plan for the preparation of DPR as per the scope of works of the RFP to APDCL for approval. The program shall include the following: -

- i. The order in which the CONSULTANT proposes to carry out the services;
- ii. Detailed schedule of operations to achieve the scope of work alongwith PERT Chart, detailed timeline and identification of critical tasks.
- iii. Milestones of submission of deliverables in line with the payment terms shall also be included in the schedule.
- iv. The scheduled date for completion of all works, as approved by the Tenderer's Representative;

3.3 Extension of time for Completion

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

- 3.3.1 If at any time during performance of the Contract, the Consultant encounters conditions impeding completion of related Services under the purview of the contract, the Consultant shall promptly notify APDCL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, APDCL shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 3.3.2 Any occurrence of Force Majeure as provided under sub-section 7.3 under this section of the RFP.

3.4 Project Management and Site Organizations

In Consideration of the stringent schedule of the project, the successful bidder(s)/Consultant(s) shall exercise systematic and tightly controlled project management system with the aid of commonly used soft tools like **MS Project**.

3.5 Site Regulation & Safety

3.6.1 Environmental Considerations

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

3.6.2 Adherence to Safety Provisions

- 3.6.2.1 The CONSULTANT shall comply with all applicable rules/safety regulations/guidelines issued by appropriate authorities including regulation 7(4) of the Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric lines) Regulations, 2011., Electricity Rules 2005, and Safety instruction notified by the Electrical Inspector, Electrical Inspection Departments Govt. of Assam and “best practices” established within the industry.
- 3.6.2.2 The CONSULTANT shall ensure the adequate safety devices, as per the applicable codes, standards and practices, for handling and installing the Plant and Equipment and testing the facilities and include the same in the DPR.

3.6 Compliance with Labour Regulations

- 3.7.1.1 During continuance of the contract, the Consultant and his sub- consultants shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules). The employees of the Consultant in no case shall be treated as the employees of APDCL at any point of time.
- 3.7.1.2 The Consultant shall keep APDCL indemnified in case any action is taken against the Consultant by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- 3.7.1.3 If APDCL is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Consultant, APDCL shall have the right to deduct any money due to the Consultant under this contract or any other contract with APDCL including his amount of performance security for adjusting the aforesaid payment. APDCL shall also have right to recover from the Consultant any sum required or estimated to be required for making good the loss or damage suffered by APDCL.
- 3.7.1.4 Notwithstanding the above, the Consultant shall furnish to APDCL, the details/documents evidencing the Consultant’s compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by APDCL.

4. CONSULTANT’S EXPERTS

4.1 Description of Key Experts

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in Terms of Reference under Section II of this RFP Document.

4.2 Replacement of Key Experts

- 4.2.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 4.2.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request prior to contract signing and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements set forth in the Terms of Reference under Section IV of this RFP Document.

4.3 Approval of Additional Key Experts

- 4.3.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 4.3.2 The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

4.4 Removal of Key Experts/Non-Key Experts

- 4.4.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert has engaged in Fraudulent and Corrupt Practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 4.4.2 Key Experts, Non-key Experts who are found to have breached the Consultant's Code of Conduct (ESHS) e.g., spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request.
- 4.4.3 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 4.4.4 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.

4.5 Replacement/Removal of Experts- Impact on Payments

- 4.5.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

5. PAYMENT

5.1 Contract Price

- 5.1.1 The Contract Price shall be the amount quoted by consultant as per the Financial Proposal Submission format provided under section III of the RFP.
- 5.1.2 Prices charged by the Consultant for the scope of work performed under the Contract shall not vary from the prices quoted by the Consultant in its Bid, with the exception of any price adjustments authorized in the RFP.
- 5.1.3 Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of services or non-performance/ non- fulfillment of any condition of any exemption considered by the Consultant at the time of proposal, shall be considered for price adjustments.

5.2 Terms of Payment

- 5.2.1 All payments shall be made from the office of the CGM (PP&D), APDCL. The bills after due verification by the designated field officials and CEO of the concerned electrical circle countersigned by concerned T&C Division shall be placed to the CGM (PP&D), APDCL for payment. All billing transactions must be in strict adherence with ERP as per order APDCL/No-ERP/PMU/2018/04/17 Dated: 26.10.2018. Bank Guarantees (BG) submitted along with the bid or to be submitted shall be from any branch of nationalized or scheduled Bank of RBI located in Assam.
- 5.2.2 All expenses including travel expenses incurred by the Consultant (except the statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the Consultant and APDCL will not take any responsibility whatsoever on this account.
- 5.2.3 The bidder shall submit the invoices on completion of work against each the work order. The overall CONSULTANT payment shall be released as per the following timelines. The release of payment will be in Indian Rupees: -

Milestone	Payment	Payment (Cumulative)	Eligibility
I	Lump-sum amount for 30% of the Project	30%	Submission and acceptance of Draft DPR to the satisfaction of the Employer for the HT network (33 kV & 11 kV feeders) as per the Scope of Work mentioned at clause 3.0 under Section-II of the RFB : (4 Hard copies + 1 Editable Soft copy)
II	Lump-sum amount for 30% of the Project	60%	Submission and Acceptance of Draft DPR to the satisfaction of the employer for the overall network (33 kV, 11 kV feeders and LT feeders) as per the Scope of Work mentioned at clause 3.0 under Section-II of the RFB - (4 Hard copies + 1 Editable Soft copy)
III	Lump-sum amount for 40% of the Project	100%	Submission and acceptance of the Final DPR, incorporating all the necessary modifications recommended by the Employer and in complete fulfillment of the DPR requirements pursuant to the scope of work under Section-III of the RFB. - (4 Hard copies + 1 Editable Soft copy)

6. LIQUIDATED DAMAGES AND PENALTIES

6.1 Liquidated Damages

6.1.1 Except as provided under the provision of “Force Majeure”, if a Consultant fails to deliver any or all of the related Services within the period specified in the Contract, APDCL shall without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the value of the Services of contract value for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of contract value.

6.1.2 In case of default of the Consultant regarding slippage/non-fulfilment of the services as per the Contract, APDCL shall be free to impose any penalty as per the Clause No. 6.2 as mentioned in the following point. In addition, APDCL shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Guarantee submitted to APDCL.

6.2 Penalty against Non-Performance/Slippage of Milestones

6.2.1 Penalty of 1% will be levied on every payment milestone for delay of every week or part thereof up to limit of 10% of payment milestone owing to reasons attributable on the part of the CONSULTANT.

6.2.2 Apart from the above clause, if the Consultant fails to perform as per Terms and Conditions of contract, the penalty of 0.5% per week of the respective payment milestone shall be imposed for each occasion of non-performance.

6.3 Liability/Indemnity

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

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

7. RISK DISTRIBUTION

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

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

7.2 Insurance

The Consultant shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the following coverages, and 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause no. 6.4 under Section II of this RFP Document.

- (a) Professional liability insurance**, which shall insure the CONSULTANT’s liability by reason of professional negligence in providing the services under the contract, with a minimum coverage of one times the Contract value. The CONSULTANT shall use his best endeavors to maintain such professional indemnity insurance in full force and effect throughout the periods of his liability, under the Contract and under the law of Country. The CONSULTANT undertakes to give the Employer reasonable notice in the event of such difficulty (if any) in extending, renewing or reinstating such insurance.
- (b) Insurance against Injury to Persons and Damage to Property**; The CONSULTANT shall insure against liability to third parties, in the joint

names of the Employer and the CONSULTANT, for any loss, damage, death or bodily injury which may occur to any physical property or to any person (except persons insured under Sub-Clause d of Clause 7.2 below), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate.

- (c) **Insurance for CONSULTANT Personnel;** The CONSULTANT shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the CONSULTANT, in such a manner that the Employer and the Employer's Representative are indemnified under the policy of insurance
- (d) **Insurance for Services and CONSULTANT's equipments, if any;** Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

7.3 Force Majeure

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

8. Change in Contract Elements

8.1 Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the site is located (which shall be deemed to include any change in interpretation or application by the competent

authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract.

8.2 Change Orders and Contract Amendments

8.2.1 APDCL may at any time order the Consultant through Notice to make changes within the general scope of the Contract in any one or more of the following:

- a) deliverables under the Project;
- b) project Scheduling Plan; and
- c) any other related Services to be provided by the Consultant for successful execution of the Contract.

8.2.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Consultant's receipt of APDCL's Change Order. No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

9. Resolution of Disputes

9.1 Settlement of Disputes

9.1.1 APDCL and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.1.2 If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in the subsequent Clauses 9.2 and 9.3 under this RFP.

9.2 Arbitration

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

9.3 Legal Jurisdiction

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

10. Suspension and Termination

10.1. Suspension

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

10.2 Termination of Contract

This Contract may be terminated by either Party as per provisions set up below: -

10.2.1 Termination by the Employer: 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. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a Notice of suspension pursuant to Clause No. 10.1 under Section V: GCC;
- (b) If the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause No. 9.1 under Section V: GCC;
- (d) 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) calendar 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 confirm availability of Key Experts as required in Clause GCC 13.

Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, corrupt, collusive, coercive or obstructive practices, in competing for or in executing the contract [in pursuant to clause no. 6.7 under Section II] then the Client may, after giving fourteen (14) Calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

10.2.2 Termination by the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of

this Clause

- (a) 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) calendar days.
- (b) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Sub-clause No. 9.2 under Clause 9 of this Section V of the RFP.

10.2.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 10.2.1 or GCC 10.2.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided by Sub-clause No. 2.2.6 under Clause 2 of this section.

10.2.4 Payment upon Termination: Upon termination of this contract, the Client shall make payment for the remuneration for Services performed satisfactorily prior to termination of the Contract.

11. Assignment

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

12. Disclaimer

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

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

**SECTION V:
CONTRACT FORMS
(STANDARD FORMATS)**

Annexure 1: Proforma of Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

The Chief General Manager (PP&D)
Assam Power Distribution Company Ltd.
Bijulee Bhawan, Paltanbazar
Guwahati-1

Dear Sirs/ Madam,

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

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

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

matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and not withstanding any security or other guarantee the owner may have in relation to the Consultant's liabilities.

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

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

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Official address)

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

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

Annexure 2: Proforma of Extension of Bank Guarantee

Ref.....

Date.....

To

The Chief General Manager(PP&D)
Assam Power Distribution Company Ltd.
Bijulee Bhawan, Paltanbazar
Guwahati-1

Dear Sirs/ Madam,

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

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

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

Yours

faithfully For.....

Manager/ Agent/Accountant

Power of attorney No.....

Dated.....

SEAL OF BANK

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

Annexure 3: Proforma of Contract Agreement

(To be executed on non-Judicial stamp paper)

This Agreement made this day of two thousand..... between Assam Power Distribution Company Ltd. having its head office at Bijulee Bhawan, Paltanbazar, Guwahati-781001 (hereinafter referred to as 'Owner' or 'APDCL', which expression shall include its administrators, successors and assign on one part and M/s....., [Address] (hereinafter referred to as the "Project Management Agency" or "CONSULTANT" which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS APDCL desirous to appoint System Study Consultant for Preparation of detailed System Study Report of the Sub-Transmission And Distribution Network of APDCL including simulation and design using suitable and updated distribution planning software along with handhold training, invited proposals for [*briefly describe scope of works*] for the first state of the project as per its RFP Document No.

AND WHEREAS....."CONSULTANT".....Had participated in the above referred Bidding vide their proposal No..... dated..... And awarded the Contract to....."CONSULTANT" on terms and condition documents referred to therein which have been acknowledged by "CONSULTANT" resulting into a "Contract".

NOW THEREFORE THIS DEED WITNESS AS UNDER: -

1.0 Article

1.1 Award of Contract

APDCL awarded the contract to....."CONSULTANT" for the work of on the terms and conditions contained in its letter of Award No..... Dated... and the documents referred to therein. The award has taken effect from aforesaid letter of award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in this succeeding Article.

2.0 Contract Document

The following documents shall be deemed to form as Contract Documents and shall be read and construed as part of this Agreement.

- a) The Letter of Award No. Dated.
- b) RFP Document comprising of
 - Invitation for Bid
 - Instruction to Bidders
 - Qualifying Requirements and Document Checklist
 - Terms of Reference
 - General Conditions of Contract
 - Technical and Financial Proposal
 - Forms of Bid
- c) Corrigendum/Addendum nos.
- d) CONSULTANT's Bid Reference No. dtd.
- e) Technical Proposal
- f) Financial Proposal
- g) Work Plan, Milestone Chart etc. enclosed as a part of this Agreement.

In consideration of the payments to be made by the Owner to the CONSULTANT as hereinafter mentioned, the CONSULTANT hereby covenants with the Tenderer to execute and complete the services till remedy any defects therein in conformity in all respects with the provisions of the Contract.

3.0 Contract Price

The Tenderer hereby covenants to pay the CONSULTANT, in consideration of the execution and completion of the services specified, the remedying of defects therein, the amount of **Rs Lakhs (Rs. in words only)**

4.0 Contract Commencement and Completion Schedule

The Contract commencement date shall be **2023** i.e. [the date of issue of Letter of Award (LOA)] by the Owner. The engagement of CONSULTANT services under this contract will be for 12 (sixty) months from the date of award of contract or the Project Sunset date as notified by Ministry of Power, Govt. of India, whichever is later. The time stipulated for completion of works shall be the essence of the contract. The CONSULTANT shall so organize his resources and perform and complete the services within the required period.

5.0 Description of Services

<to be entered while executing the contract>

6.0 Deliverables of CONSULTANT

<As per the clause no. 3 under Section IV: Terms of Reference and subsequent amendments thereof, if any> <To be entered while executing the contract>

7.0 Terms of Payment

<As per the clause no. 5.2 under Section V: General Conditions of Contract (GCC) and subsequent amendments thereof, if any> <To be entered while executing the contract>

8.0 Taxes and Duties

Tax Deducted at Source (TDS) towards Income Tax will be deducted from the payment of Contract value as per rate applicable.

9.0 Performance Security

Within 10(ten) days from the date of issue of Letter of Award, the CONSULTANT shall have to deposit the Performance Security in the shape of Bank Guarantee of nationalized bank or scheduled bank of RBI having their regional office in Assam or at least a branch office at Guwahati (in case of those, whose regional office is not located in the state of Assam) with a certificate from the Bank to the effect that the verification or any confirmation in regard to the BG issued by the bank can be taken up with the Branch office at Guwahati pledged in favour of "ASSAM POWER DISTRIBUTION COMPANY LIMITED." as per proforma for an amount equivalent to 10% (ten percent) of the contract value of the order. The Performance Security shall be furnished to the CGM (PP&D), APDCL along with the acceptance of Letter of Award (LOA), valid for a period of 60(sixty) days beyond final disbursement of fund under the project.

10.0 Liquidated Damages for Delay

<As per clause no. 6.1 under Section V: General Conditions of Contract (GCC) of RFP document and subsequent amendments, if any> <To be entered while executing the Contract>

11.0 Penalty Clause

<As per clause no. 6.1 under Section V: General Conditions of Contract (GCC) of RFP document and subsequent amendments, if any> <To be entered while executing the Contract>

12.0 Limit for Penalty and Liquidated Damages for Delay

<As per clause no. 6.1 under Section V: General Conditions of Contract (GCC) of RFP document and subsequent amendments, if any> <To be entered while executing the Contract>

13.0 Insurance Coverage

The CONSULTANT shall take all required insurance coverage as stipulated in Clause No. 7.2 under General Conditions of the Contract of the RFP Document.

14.0 Governing Laws

The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

15.0 Settlement of Disputes

It is specifically agreed between parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement and Arbitration as specified in clause no. 9 under Section V: General Condition of the Contract and provision of the Indian Arbitration Act, 1996 shall apply. Guwahati Courts alone shall have exclusive jurisdiction over the same.

16.0 Notice of Default

Notice of default given by either party to the other under agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgements due addressed to the signatories at the addresses mentioned at Guwahati.

All notices to be given under this Agreement shall be in writing and in English language. A Notice shall be effective when delivered or on the notice effective date whichever is later.

17.0 Any modification of the agreement shall be affected only by a written instrument signed by the authorized representative of both the parties. All other terms and conditions shall be applicable as stipulated in RFP/ Contract Documents.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Guwahati.

WITNESS:

1. (Owner's signature) (Printed Name)
2. (Designation)(Company's Stamp)
3. (CONSULTANT's Signature) (Company's Name)
4. (Designation)(Company's Stamp)

**Annexure 4: Format for List of Ongoing and Completed Projects in
1) APDCL & othersuccessor Companies of ASEB and
2) Outside the State of Assam**

SL No.	Name of Company	Name of Work	Contract Value (inRs.)	Date of Letter of Award/ Work Order	Expected Date of Completion of Work (as per work order)	Actual Date of Completion of Work (attach completion certificate from Client)	Physical Progress (%)
1.							
2.							
3.							
4.							
5.							

***** End of Forms of Bid *****