



ASSAM POWER GENERATION CORPORATION LIMITED

Registered Office: Bijulee Bhawan, 3rd floor, Paltanbazar, Guwahati-781 001, Assam

Chief General Manager (PP&I)

No. APGCL/CGM (H&C)/W/2023-24/1018/20

Date: 01.12.2023

CORRIGENDUM 2

E- Tender No. APGCL/CGM(H&C)/2023-24/ Engagement of Consultant-Pumped Storage Project/21(46) Dated 07-11-2023

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

This is to inform all the participating bidder of the aforesaid e-tender that following changes are incorporated as given below:

SL	Earlier Clause	Amended Clause/Instructions
1	<p><u>Clause</u> <u>B. Evaluation Criteria SL 1. Section 3</u> <u>(page 17 of 60)</u> The Bidder should have experience of Preparation of Feasibility Report/Detailed Project Report and Detailed Design of Pumped Storage Projects with installed capacity not less than 500 MW in India or abroad during last 7 (seven) years.</p> <p>Three or more projects : 50 marks Two projects : 35 marks One project : 20 marks</p>	<p>The Bidder should have experience of Preparation of Feasibility Report and Detailed Project Report or detail design (having services completed up to 80% or more) of Pump Storage Projects with installed capacity not less than 500 MW in India or abroad during last 10 (ten) years.</p> <p>Three or more projects : 50 marks Two projects : 35 marks One project : 20 marks</p>
2.	<p>Form Tech 3, Consultant's Technical Experience, Section 4 (Page 24 of 60) The bidder should have experience of preparation of Pre-Feasibility report & Detail Project Report and Detailed Design of PSP project during last 7 years having a minimum installed capacity of 500MW. The bidder may get qualification from multiple projects. However, the bidder shall provide owner certificate for Completed Projects.</p>	<p>The Bidder should have experience of Preparation of Feasibility Report and Detailed Project Report or detail design (having services completed up to 80% or more) of Pump Storage Projects with installed capacity not less than 500 MW in India and abroad during last 10 (ten) years. The bidder may get qualification from multiple projects. However, the bidder shall provide owner certificate for Completed Projects.</p>

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3	<p><u>Clause B. Evaluation Criteria SL G. Section 3 (page 18 of 60)</u></p> <p>Masters in Environmental Science with minimum 15 years' experience in Environmental Clearance from MoEF & CC for PSP/Hydro Projects.</p>	<p>Master's in environmental science, environmental engineering or any other relevant discipline in environmental perspectives, with minimum 10 years experience in Environmental monitoring & assessment along with environmental clearance process of MoEF and CC for PSP/Hydro projects.</p>																														
4	<p>Form Tech-4 Consultant's Financial Capabilities, Section 4: (Page 25 of 60) Heading "TO BE ISSUED BY PRACTISING CHARTERED ACCOUNT'S FIRM ON THEIR LETTER HEAD"</p>	<p>Heading "TO BE ISSUED BY PRACTISING CHARTERED ACCOUNT'S FIRM ON THEIR LETTER HEAD OR SELF ATTESTED BY BIDDER"</p>																														
5	<p>Clause 6.5, SCC, Section-7 (page 58 of 60) Payment schedule</p> <table border="1" data-bbox="300 831 863 1464"> <thead> <tr> <th>S. No.</th> <th>Milestones</th> <th>% of Contract Value</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Phase -A</td> <td>Submission of intermediate report.</td> <td>5%</td> </tr> <tr> <td>Upon submission of draft Pre-feasibility Report</td> <td>10%</td> </tr> <tr> <td>Upon submission of final Pre-feasibility Report and approval by competent authority.</td> <td>5%</td> </tr> <tr> <td rowspan="2">Phase -B</td> <td>Upon submission of draft DPR</td> <td>40%</td> </tr> <tr> <td>Upon submission of final DPR and approval by competent authority.</td> <td>40%</td> </tr> </tbody> </table>	S. No.	Milestones	% of Contract Value	Phase -A	Submission of intermediate report.	5%	Upon submission of draft Pre-feasibility Report	10%	Upon submission of final Pre-feasibility Report and approval by competent authority.	5%	Phase -B	Upon submission of draft DPR	40%	Upon submission of final DPR and approval by competent authority.	40%	<table border="1" data-bbox="887 831 1455 1464"> <thead> <tr> <th>S. No.</th> <th>Milestones</th> <th>% of Contract Value</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Phase -A</td> <td>Submission of intermediate report.</td> <td>5%</td> </tr> <tr> <td>Upon submission of draft Pre-feasibility Report</td> <td>10%</td> </tr> <tr> <td>Upon submission of final Pre-feasibility Report and approval by competent authority.</td> <td>5%</td> </tr> <tr> <td rowspan="2">Phase -B</td> <td>Upon submission of draft DPR</td> <td>40%</td> </tr> <tr> <td>Upon submission of final DPR and approval by competent authority.</td> <td>40%</td> </tr> </tbody> </table> <p>Additional terms & conditions:</p> <ol style="list-style-type: none"> 1. If Project feasibility is there, then only Phase B will start. 2. Before starting of Phase B (DPR phase), 10% advance payment of balance Phase B amount can be considered subject to submission of Bank Guarantee (BG) of equivalent amount. BG form enclosed as Annexure I. The advance BG should be valid till completion of Phase B plus 90 days. Advance payment shall be recovered from each payment of Phase B. 3. If feasibility is not found the contract will be short closed at Phase A itself without any further compensation. 	S. No.	Milestones	% of Contract Value	Phase -A	Submission of intermediate report.	5%	Upon submission of draft Pre-feasibility Report	10%	Upon submission of final Pre-feasibility Report and approval by competent authority.	5%	Phase -B	Upon submission of draft DPR	40%	Upon submission of final DPR and approval by competent authority.	40%
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6.	<p>Section 1: (page 9 of 60) Instructions to Consultants Clause: 9, Bid Security The bidder must submit the requisite EMD amount of INR 4,00,000/- (Indian Rupees Four Lakhs Only). Bid received without requisite EMD will be rejected. EMD amount must be deposited online against this said tender at assamtenders.gov.in</p>	<p>The bidder must submit the requisite EMD amount of INR 4,00,000/- (Indian Rupees Four Lakhs Only). Bid received without requisite EMD will be rejected. EMD amount must be deposited online against this said tender at assamtenders.gov.in However, Bank Guarantee (BG) from Nationalized or Scheduled Bank in India will also be acceptable amounting to INR 4,00,000/- (Indian Rupees Four Lakhs Only) valid up to 120 days from the date of submission of bid. Hard copy of the original BG to be submitted to APGCL. BG format enclosed as Annexure II.</p>
7.	<p>Section: 3 (page 16 of 60) Evaluation and Experience Criteria A. Technical Eligibility Criteria:</p> <p>c) The bidder should have access to global best practices and knowledge in specific field of Pump storage project having presence in India.</p> <p>d) The bidder should have experience in Consultancy Services for Pumped Storage Projects from Concept to commissioning (i.e Feasibility report & Detail Project Report and Detailed Design services).</p> <p>e) The bidder should have experience of Preparation of feasibility report & Detail Project Report and Detailed design of at least One (1) number of Pumped Storage Project with Installed capacity not less than 500 MW in the last 7 (seven) year (from Oct'2016 till date)</p>	<p>A. Technical Eligibility Criteria:</p> <p>a) The bidder should have access to global best practices and knowledge in specific field of Pump storage project having presence in India.</p> <p>b) The bidder should have experience in Consultancy Services for Pumped Storage Projects from Concept to commissioning (i.e Feasibility report & Detail Project Report or Detailed Design services (having services completed up to 80% or more) of Pump Storage Projects.</p> <p>c) The Bidder should have experience of Preparation of Feasibility Report and Detailed Project Report or detail design (having services completed up to 80% or more) of Pump Storage Projects with installed capacity not less than 500 MW in India or abroad during last 10 (ten) years (from Oct'2013 till date)</p>

8.	B. Evaluation Criteria (page 17 of 60) <u>Break up for Qualifications and competence of the key professionals for the work</u>			B. Evaluation Criteria <u>Break up for Qualifications and competence of the key professionals for the work</u>				
	Sl. No.	Qualifications and competence of the key professionals for the work		Sl. No.	Qualifications and competence of the key professionals for the work			
	A	Project Manager/PSP Expert	Masters in Engineering with minimum 25 years' experience in hydro electric project or Pump Storage Project, with at least 1 project reaching execution stage.	10 Marks	A	Project Manager/PSP Expert	Masters in Engineering with minimum 25 years' experience in hydro electric project or Pump Storage Project, with at least 1 project reaching execution stage.	10 Marks
	B	Geologist	Master's in Geology or Applied Geology or Engineering Geology with minimum 15 years of experience	6 Marks	B	Geologist	Master's in Geology or Applied Geology or Engineering Geology with minimum 15 years of experience	5 Marks
	C	Hydro Mechanical Engineer	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project.	6 Marks	C	Hydro Mechanical Engineer	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project.	4 Marks
	D	PSP Turbine Expert/Electromechanical expert	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project with at least 1 project reaching execution stage.	6 Marks	D	PSP Turbine Expert/Electromechanical expert	Masters in Engineering with minimum 15 years' experience in hydro electric project or Pump Storage Project with at least 1 project reaching execution stage.	5 Marks
	E	Hydrology Expert	Masters in Hydraulic Engineering with minimum 15 years' experience	4 Marks	E	Hydrology Expert	Masters in Hydraulic Engineering with minimum 15 years' experience	4 Marks
	F	Hydraulics	Masters in Water Resource Engineering with minimum 15 years' experience	4 Marks	F	Hydraulics	Masters in Water Resource Engineering with minimum 15 years' experience	4 Marks
	G	Environmental expert	Masters in Environmental Science with minimum 15 years' experience in Environmental Clearance from MoEF & CC for PSP/Hydro Projects.	4 marks	G	Environmental expert	Master's in environmental science, environmental engineering or any other relevant discipline in environmental perspectives, with minimum 10 years experience in Environmental monitoring & assessment along with environmental clearance process of MoEF and CC for PSP/Hydro projects.	4 marks
				H	Structural Design expert	Degree in Civil Engineering and master's in Structural engineering or equivalent with minimum 15 years' experience in hydroelectric project or Pumped Storage Project, with at least 1 project reaching execution stage.	4 Marks	
9.	Section 4: Form Tech-5 (page no. 26 of 60)			Form Tech-5 (Revised) Revised form attached herewith including separate row for Structural Design expert.				


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10.	<p>Section 4: Form Tech-5 (page no. 26 of 60)</p> <p>(c) Bidder's certificate in respect of experience & date of joining of firm.</p>	<p>c) Bidder's certificate in respect of experience & date of joining of firm as per Form Tech 5 & Annexure A : Curriculum Vitae (CV). <u>Bidder is to certify the experience of its expert/key professionals.</u></p>
11.	<p>Section 4: Annexure A : Curriculum Vitae (CV). (page 28 of 60)</p> <p><u>Certification –</u> (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.</p>	<p><u>Certification –</u> (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal. <u>In case of inability of experts/key professionals to join service, the same must be replace with equivalent or higher qualified personnel subject to due approval from APGCL. Delay in such cases will be on account of bidder.</u></p>
12.	<p>Section 5: (page 38 of 60) Scope of work, Clause 1.9 The PFR prepared by the consultant should be bankable enough to form basis for further preparation of DPR and shall be useful for applying the TOR for MOEF & CC environment case.</p>	<p>The PFR prepared by the consultant should be bankable enough to form basis for further preparation of DPR and shall be useful for applying the TOR for MOEF & CC environment case. <u>In DPR, bidder will suggest list of approvals required from concern agencies involved as per their previous experience in PSP or hydro project. EIA/EMP study & approval not in scope of bidder.</u></p>
13.	<p>Section 5: (page 38, 39 & 40 of 60) Scope of work, Phase B Clause:</p> <p>2. Initial Site visit comprising of a team of experts and submission of detailed Inception report.</p> <p>14. Above scope also includes site visits with a total of 15 Man-days comprising of a team of experts of relevant disciplines, Deployment of Geological team including expert for assessment of site Geology, Physical Geological mapping and other details required and for preparation of Geological</p>	<p>Scope of work, Phase B Clause:</p> <p>2. Initial Site visit comprising of a team of experts and submission of detailed Inception report.</p> <p>14. Above scope also includes site visits comprising of a team of experts of relevant disciplines, Deployment of Geological team including expert for assessment of site Geology, Physical Geological mapping and other details required and for preparation of Geological maps. Bidder shall include</p>

<p>maps. Any additional man-days beyond above specified, shall be paid as per the provisions of the Contract.</p> <p>30. Man-days for site visit comprising of a team of experts of relevant disciplines as per requirement, which shall be payable extra, as per the provisions of the Contract. Deployment of Geological team including expert for assessment of site Geology, monitoring of exploration/Geological Investigation.</p>	<p>all such extra cost in its quoted price which shall be paid as per the provisions of the Contract.</p> <p>30. Bidder shall include all cost in its quoted price including site visit comprising of a team of experts of relevant disciplines as per requirement, deployment of Geological team including expert for assessment of site Geology, monitoring of exploration/ Geological Investigation etc.,. All such cost shall be paid as per the provisions of the Contract.</p>
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All other terms and conditions of the aforesaid tender shall remain the same.


Chief General Manager (PP&I),
APGCL, Bijulee Bhawan, Ghy-01

Annexure I

BANK GUARANTEE AGAINST ADVANCE PAYMENT FOR PHASE B

Bank Guarantee No.

Date

Whereas the Assam Power Generation Corporation Ltd. (hereinafter called APGCL) which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and suppliers have entered into a work order NO.Dated.../.../... with M/S (herein called the 'consultant') which expression shall unless repugnant to the context or meaning thereof Include its successor administrators, executors and assigns for **Work Order for "....."**

Whereas by the terms of the contract between the parties are contained in the order aforementioned and subsequent correspondences between the parties.

Whereas by the virtue of the "**Clause 6.5, SCC, Section-7 Payment schedule & subsequent corrigendum, addendum etc.**" of the Contract Agreement No. dated/.../....., the Firm is required to furnish a Bank Guarantee from(Bank Name) , a banking company within the meaning of Companies Act 1956 and having its registered address Office at and among others a branch office at , for a sum of **Rs...../- (In words Rupeesonly)**, as security for the 10% advance payment of balance Phase B amount pertaining to preparation and submission of DPR as per scope of the Contract agreement no..... dated

In consideration of APGCL entering into contract aforementioned, we the Bank, Address: take into indemnity and keep Indemnify APGCL any damage, Injury or loss occasion to it by breach or violation of the contract and shall pay APGCL all sums demanded by it towards such Injury, loss or damage or penalties as and when demanded, provided that the total liability under the guarantee shall not exceed **Rs...../- (in words Rupeesonly)**.

Provided further that this guarantee shall not continue in force beyond/...../..... (expiry date) unless it be renewed. All claims under this guarantee shall be preferred to the executants' bank before/...../.....(claim date).

WeBank, Address: hereby undertake not to revoke this guarantee during the period it is in force without obtaining the prior written consent of APGCL.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs/- **(in words Rupeesonly)**. Our guarantee shall remain in force until/...../..... (expiry date) .Unless a claim in writing is presented to us and if unpaid, a suit or action to enforce such claims is filed against us within twelve months from the date i.e. within(claim date). All rights under said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated at ___ this ___ day of ___, 2020

(Signature on behalf of the Nationalized Bank/Scheduled Bank)

(Seal of the Nationalized Bank/Scheduled Bank)

Note:

The bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details;

- i. MT/IFN 760/MT/IFN 760 COV for issuance of Bank Guarantee.
- ii. MT/IFN/ 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltanbazar Branch, Account no: 375010200007573, IFS code- UTIB0000375. Branch address - Axis Bank Ltd. , Commercial Building, A.T. Road, Guwahati-781001, India.

Annexure II

Format of Bank Guarantee for EMD
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100)

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

Ref..... Bank Guarantee No. Date

BID SECURITY, BANK GUARANTEE FORMAT FOR TENDER/NIT No.....

In consideration of the[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for (NIT NO.....) for **Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) & Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India**, in response to the NIT No. Dated issued by Assam Power Generation Corporation Ltd. considering such response to the NIT of.....[Insert the name of the Bidder] as per the terms of the NIT, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to APGCL at [Insert Name of the Place from the address of APGCL] forthwith on demand in writing from APGCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount as per Clause 9 of Section 1: Instructions to Consultants & subsequent corrigendum, addendum etc.] only, on behalf of M/s [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Clause 9 of Section 1: Instructions to Consultants of this NIT & subsequent corrigendum, addendum etc.] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (in words Rupees only). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause 9 of Section 1: Instructions to Consultants of this NIT & subsequent corrigendum, addendum etc.] (Expiry Date of BG)

APGCL shall be entitled to invoke this Guarantee till(Insert date which is 30 days after the date in the preceding sentence i.e. Claim period shall be valid beyond 30 days from the date of expiry of the BG).

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Contractor) and/or any other person. The Guarantor Bank shall not require APGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APGCL in respect of any payment made hereunder.

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

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to APGCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by APGCL to any entity to whom APGCL is entitled to assign its rights and obligations

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

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's stamp and Full Address

Dated thisday of 20...

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Instructions for Furnishing Bank Guarantee

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
2. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to Bidder.
3. The full address along with the Telex/ Fax No, and email address of the issuing bank to be mentioned.

Note

a. Non-submission of BID Security shall result into rejection of bid and no request from bidder, shall be entertained in this regard.

b. The bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details;

i. MT/IFN 760/MT/IFN 760 COV for issuance of Bank Guarantee.

ii. MT/IFN/ 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltanbazar Branch, Account no: 375010200007573, IFS code-UTIB0000375, Branch address - Axis Bank Ltd. , Commercial Building, A.T. Road, Guwahati-781001, India.

Form TECH-5 (Revised)

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

marks =

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

Documents required in support of Experience	(a) C.V as per format given in Annexure - A
	(b) Certificate of University in respect of educational qualification
	(c) Bidder's certificate in respect of experience & date of joining of firm

Signature & seal of bidder