

ASSAM POWER GENERATION CORPORATION LTD

Office of the Chief General Manager (NRE), APGCL

Bijulee Bhawan, 3rd floor, Paltanbazar, Guwahati-781001, Assam

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Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW(AC) Agrivoltaic Project at Garukhuti, Assam.

Selection of Consultant on Quality cum Cost Based Selection [QCBS]

E-Tender No: APGCL/CGM NRE/PROJ/GORUKHUTI/2025/5407/15 DATED 29.01.2026

Tender Fee: 1,000.00/- (One Thousand Only)

ASSAM POWER GENERATION CORPORATION LTD.
TENDER NOTICE

E- Tender No. APGCL/CGM NRE/PROJ/GORUKHUTI/2025/5407/15

DATED: 29.01.2026

Invitee	Chief General Manager (NRE), APGCL, Bijulee Bhawan, 3rd floor, Paltanbazar, Guwahati-781001, Assam
Name of the Work	Engagement of Consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam.
Bidder's Eligibility	The tenderer should have experience of providing Consultancy Services satisfactorily for feasibility study and preparation of DFR/DPR for at least one Ground Mounted Solar project of capacity not less than 10 MW(AC) in the last seven (7) years for any government organization/PSU/CPSU's / Municipal Boards etc"
Cost of Tender Document (Non- Refundable)	Online non-refundable Tender Processing Fee of Rs 1,000.00 will be collected from Bidder during bidding at https://assamtenders.gov.in Tender processing fee in any other form will not be accepted.
Bid Security/EMD (Refundable/Adjustable)	EMD amount of Rs. 20,000.00 (to be transferred online) has to be done by the bidder at https://assamtenders.gov.in .
Pre-Bid Meeting Date & Time	12.02.2026 at 12:00 hrs
Start Date of Online Tender Submission	Technical bid to be submitted in online portal from 19.02.2026 Price Bid to be submitted only as per the format provided on the online portal.
Last date of Tender Submission (Online/hard copy)	Both Technical Bid & Price bid (to be submitted online) must be submitted by 05.03.2026 before 15:00 hrs. Online and hard copy of technical bids must reach the office of the Tender inviting Authority on or before the online bid submission
Tender Opening	07.03.2026 at 12:00 hrs
Price Bid Opening	To be intimated later on to the Technically qualified bidders
For details, please visit e-procurement portal https://assamtenders.gov.in and www.apgcl.org. Any addendum/corrigendum/extension etc. will be made available in https://assamtenders.gov.in only.	

Sd/-
Chief General Manager (NRE)

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Chapter-I

INTRODUCTION

1. General Description of Project:

1.1 Background

Assam Power Generation Corporation Ltd. (APGCL) was constituted after unbundling of ASEB in Dec' 2004 through State Power Sector Reform Program under the provision of Electricity Act'2003. The certificate of commencement of business was obtained from 29th April 2004. The final Transfer Scheme was implemented on Aug' 2005, with a new Company Balance Sheet with effect from April'2005. The company is mainly responsible for maximum energy generation to meet up the energy demand in the State.

1.2 SITE DETAILS

1.2.1 Site location and access

PLANT & LOCATION DETAILS	
Plant Location	Garukhuti Bahumukhi Krishi Prakalpa is located at Rajagaon, Darrang District at a distance of approximately 14 KM from Sipajhar Town and approximately 57 kms from Guwahati.
Site Google Coordinates	Latitude: 26.1749 N Longitude: 91.5339 E
State/District/Circle	Darrang
B	APPROACH TO SITE
Nearest Town & Distance	Total distance from Sipajhar town to project site is 14 KM.
Nearest Highways & Distance	NH -15, 14 kms, connected through State PWD Road
Nearest Railway Station	Baihata
Nearest Airport & distance	Guwahati Airport



1.2 Intent of this Bid:

Driven by a commitment to responsible resource management, economic growth, and climate action, the Assam Power Generation Corporation Limited (APGCL) is actively implementing renewable energy projects across the state.

Recognizing the scarcity of barren land in fertile Assam, APGCL has come up with the innovative Agrivoltaic projects. These combine solar power generation with sustainable agricultural practices, maximizing land utilization. As a part of it, APGCL plans to implement North East India's first 20 MW Agrivoltaic project at Garukhuti, Darrang district of Assam as a joint initiative of APGCL and Project Garukhuti Society.

APGCL intends for Consultancy services for feasibility study, preparation of DFR/DPR and services and preparation of Bidding Document for EPC for setting up of ground mounted Agri voltaic project of 25 MW (AC) capacity at Garukhuti.

Details of scope of works and other terms & conditions are elaborated in the RFP document.

2.0. SCOPE OF WORK

2.1. Agri voltaic Project

The Scope of work is indicative in nature but not limited to the following and bidder must include their areas that shall be required for successfully delivering the scope:

[A] Submission of Detailed Project Report

I. Pre-Feasibility Study:

The pre-feasibility study aims to assess whether the proposed project site is worth progressing without committing significant expenditure. A pre-feasibility study should, as a minimum, include assessment of:

- i. The project site and boundary area.
- ii. A conceptual design of the project, including estimation of installed capacity.
- iii. Overview of Power scenario at both state and national level, justification for requirement the plant considering the power scenario.
- iv. The approximate costs for development, construction and operation of the project and predicted revenue.
- v. Estimated energy yield.
- vi. Flood data of the area
- vi. Grid connection – cost and likelihood of achieving connection.
- vii. Permitting requirements and likelihood of achieving these.
- viii. While a full energy yield is not required, an initial energy yield should be carried out using solar resource data and estimates of plant losses (based on nominal values seen in existing projects).
- ix. Brief financial analysis showing but not limited to -
 - a) Project Cost
 - b) Interest during construction
 - c) Capital Cost
 - d) Cost of generation
 - e) Fixed cost of generation
 - f) Variable cost of generation

g) Levelized cost of generation

h) IRR etc.

i) Agricultural aspects of the project including various options such as type of cultivation, comparison study, demand, profitability, sustainable execution of such agri projects, involvement of local farmers, marketing of products, assistance to the farmers etc.

X. Pre-Feasibility Report must be restricted within **20 %** of the total quoted price.

xi. If the project becomes unviable during the pre-feasibility study, it will not be pursued further for DPR preparation and the contract will be short-closed. In such case company shall make payment upto preparation of PFR only.

xii. **Topographical Survey Report and Geotechnical Investigation Report shall be shared with consultant after issuance of LoA.**

II. Detailed Project Report

On approval of PFR Consultant will be advised to proceed or hold on the DPR Preparation of the project.

A. Concept and Benefit of Agri voltaic.

The consultant has to carry out a detailed study on the possible agricultural aspects as part of the Agri-Voltaic concept of the project and recommend the best feasible option on agricultural aspects along with financial analysis in the DPR. The Agri based project part to be included in the DPR must include various options such as comparison study, demand, profitability, sustainable execution of such agro projects, involvement of local farmers, marketing of products, assistance to the farmers etc.

B. How Agri voltaic differs from Conventional PV Plant.

C. Agri voltaic Project in India.

D. Area Availability: Total area demarcation for PV Project and Agriculture/Floriculture.

E. PV Plant Design Concept:

 a. Technology Selection:

 i. PV Module Technology

 ii. Inverter Technology

 iii. MMS Technology

F. Conceptual Layout:

G. Pitch-Tilt Optimization

H. Array Layout Preparation

I. Energy vs Spacing Optimization.

 a. Energy Yield Assessment:

J. Site-Specific Radiation Study

K. Module/Inverter – Make and Rating & Technical Parameters

L. Standard Loss Assumption.

M. Uncertainty Analysis.

N. Agriculture:

O. Flowers, Fruits and Crops: Suitable for Project specific site.

a. Water Testing.

b. Crop Suitability Study in consultation with **Assam Agricultural University (AAU), Jorhat Assam and vetted by District Agricultural Officer.**

P. **Total CAPEX and OPEX involvement.**

Q. Study of various models (e.g., PPP, CAPEX etc.) for execution of the project: Involvement of SPO (small scale producer organization)/NGO as agriculture partner.

a. Recommendation.

R. Government scheme/subsidy: That can be applied.

S. Power Evacuation: Grid connection – cost and likelihood of achieving connection

T. Risk Assessment, Mitigation and Recommendation

a. Identification of different risks involved

b. Mitigation plan / Recommendation.

II. Agro-climatic suitability / feasibility

A. Origin, introduction and distribution of crop in the said location, India and in the world (briefly)

B. Agro-climatic / Horticultural zones and suitability of the crop (s)

C. Soil type and latest health-suitability for the crop

D. Water (irrigation) source, availability, Quality and suitability

a. **Market viability**

A. Commercial and Nutritive importance / significance, composition and Uses.

B. Target Market (s).

C. Transportation.

D. Value Addition scope.

E. Central and State Government policy.

F. Proposed Business strategy for Market viability.

III. Financial viability

A. Due diligence status

B. Project Cost

C. Means of Finance

D. Key financial Indicators

E. Project Financials

Financial Analysis. The Financial Analysis shall consider the following inputs and out puts.

i. Debt- Equity ratio

ii. Interest on term loan

iii. Return on equity

iv. Internal rate of return

- v. Discounting rate
- vi. DSCR
- vii. Interest during construction
- viii. Local taxes
- ix. Capital investment
- x. Capital cost
- xi. Cost per MW
- xii. Interest on working capital
- xiii. PLF
- xiv. Payback period
 - Total yearly Generation at terminal
- xv. Total yearly energy dispatch.
- xvi. Cost of generation
 - 1. Total cost of Generation – Year wise
 - 2. Fixed cost of Generation – Year wise
 - 3. Variable cost of Generation – Year wise
 - 4. Levelized cost of Generation
 - G. Risk Analysis and management
 - H. Statement of Assets and liabilities
 - I. Farm record keeping/ Maintenance proposed

IV. Profitability of the project considering Solar and Agricultural Yield.

V. Sensitivity Analysis

VI. Critical observations

VII. Checklist

VIII. Declaration from Crop Expert and Project Finance Expert

IX. Additional Services:

Scope of this tender document generally covers all works required for successful feasibility study of the projects as per scope. Any item of work not specifically mentioned but essential for successful completion of the above study of the project as per scope will not be considered additional.

XVIII. Number of copies of Documents to be furnished:

The tenderer shall submit three (03) numbers hard copies of Draft Pre-feasibility report (PFR) along with a soft copy and five (05) numbers hard copies of Final Pre-feasibility report (PFR) along with soft copy.

The tenderer shall submit three (03) numbers hard copies of Draft Detailed Project report (DPR) along with a soft copy and five (05) numbers hard copies of Final Detailed Project report (DPR) along with soft copy.

CHAPTER- III

TERMS AND CONDITIONS

A. Validity of offer

The offer shall be valid for a period of 180 days from the date of opening of price bid.

B. Prices:

The price quoted by the Bidder in the price schedule shall remain FIRM throughout the Contract period. Applicable GST shall be indicated separately over & above quoted price. Any changes in the statutory tax structure will be adjusted in the contract.

However, TDS or any other taxes as applicable at the given point of time will be deducted at source at actual at the prevailing rates at the time of release of payment towards invoices.

C. Price Variation / Escalation:

The price as mentioned above remains firm and fixed throughout the contract period i.e.

1 (one) years from date of signing of contract agreement, without any escalation. However, if the contractual period is extended beyond the stipulated time limit and its reasons not attributed to consultant, the price variation/escalation may be considered.

D. Consultant's visit and data collection

The consulting firm will visit the sites to collect information and salient technical input data for feasibility study of the project at the proposed location at their own cost. The consultant shall be required to visit APGCL headquarter in Guwahati and other locations as and when necessary and whenever demanded by APGCL at their own cost. Consultant shall have to arrange for their own accommodation/travelling expenses.

E. Additional Services

Scope of this tender document generally covers all works required for approval/acceptance of the Study Report by various agencies such as APGCL Board, Public Investment Board, financing institutions etc. **Any information or data not specifically mentioned in this specification but essential for approval/acceptance of the Detailed Study Report by various agencies as mentioned above for successful commissioning of the projects will not be considered additional.**

F. Consultant's Personnel

The tenderer should furnish the experience data in the Technical Bid and will also give list of key personnel with their qualifications and experience who will be handling this

project in different disciplines in the organization. Time taken for the execution of the projects engineered by the tenderer should also be indicated in Detailed and precise information on these matters should be furnished in the Technical Bid. Failure to do so is likely to result in the offer being ignored.

The bidder must demonstrate that it has the personnel with required qualification and relevant experience for the key positions that meet the requirements.

The Team lead shall have the qualification not limited to the following:

- a. At least 5 years of experience in design and engineering department of leading Consultant, out of which last 3 years should have been at managerial level for Solar Power Project.
- b. Graduate in Mechanical / Electrical / C&I /Civil Engineering.
- c. The Consultant shall upon receipt of LOI / Order, submit complete bio- data of appointed Team Lead within 2 weeks period for approval.
- d. APGCL shall scrutinize and if deemed fit, approve the same or otherwise ask the Consultant to submit bio-data of other Team Lead for approval.
- e. Age of Team Lead shall not be more than 55 years.
- f. Each Engineer shall have at least 5 years of experience in the field of design and engineering of solar power plants
- g. Consultant shall have well qualified and experienced engineer in Civil, Mechanical, Electrical and Instrumentation and Control field.
- h. Consulting team, coordinator, nominated for each site work, shall not be changed without prior approval of APGCL.

The bidder must demonstrate that it has the personnel with required qualification and relevant experience for the key positions that meet the requirements.

The bidder shall provide details of the proposed personnel and their experience records in the relevant Forms (Bid Form-III) included in Chapter- VI & CV as per Appendix-C.

Key personnel (as submitted for evaluation in QCBS) cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by APGCL.

G. Credential Verification of Consultant's Personnel.

The purchaser (APGCL) shall have the right to verify the authenticity of the consultant's entries as per the technical bid forms any time after submission of bid till completion of the work.

H. Tender Fees/Earnest Money Deposit.

The bidder must submit the requisite Tender Fee and EMD. Bid received without requisite tender fee and EMD will be rejected.

INR 1,000/- (Indian Rupees One Thousand Only) Tender processing fees must be deposited online only.

INR 20,000/- (Indian Twenty Thousand Only) EMD amount must be **deposited online**.

- In case of unsuccessful bidder, earnest money will be released on request from the bidder on a date subsequent to contract agreement with successful bidder.
- In case of successful bidder, the earnest money will be retained until submission of the performance security deposit.
- The Employer reserves the right to forfeit the earnest money or part thereof, in circumstances which according to him indicate that the bidder is not earnest in accepting/ executing any order placed by the Employer.

I. PAYMENT SCHEDULE

Sl. No	Payment Schedule	Percentage of Contract value
1	Submission and approval of Pre-feasibility Report by competent authority.	20%
2	Submission and approval of Draft DPR by competent authority.	25%
3	Submission and approval of Final DPR by Competent Authority after incorporating comments of APGCL on the draft Study Report.	30%
4	Approval of the Final Study Report by appropriate authorities, followed by Presentation of the study.	25%
<p>Competent Authority shall mean:</p> <p>1.CGM (NRE), APGCL</p> <p>Appropriate authorities shall mean:</p> <p>1. MD, APGCL</p>		

J. ZERO DATE OF CONSULTANCY WORK:

Date of issue of NTP shall be considered as effective date (zero date) for the contract period calculation for consultancy work.

K. TIME OF COMPLETION:

Following is the time of completion of consultancy services under the scope of this Tender Document

Timelines to Execute Work DPR

Sl. No	Submission	Duration
1	Submission of Pre-Feasibility Report	3 weeks from Issuance of LoA
2	Submission of draft DPR	2 weeks from acceptance of Pre-Feasibility Report.
3	Submission of revised Study Report after incorporating comments of APGCL on the draft DPR.	2 weeks after receiving comments from APGCL on draft DPR
4	Submission of Final Study Report	2 weeks after receiving comments from APGCL on revised DPR

L. Submission of Invoice & Mode of Payment:

The invoice in triplicate along with all required documents complete in all respects shall be submitted to the Chief General Manager (NRE), APGCL. Invoice on fax/e-mail will not be accepted. Invoices complete in triplicate (3 copy) in all respects is to be raised by the bidder to "The Chief General Manager (NRE), APGCL, 3rd Floor, Bijulee Bhawan, Guwahati-781001".

The invoices shall be prepared and submitted in the format prescribed under GST Laws.

M. Contract Agreement:

Bidder shall enter into an agreement with the APGCL as per format attached in **Annexure-C**. This agreement shall be duly notarized on stamp paper of Rs. 300/- and shall be signed within one week of receipt of the order. The agreement shall be signed by the Bidder or his authorized representative and APGCL, affixing seal of the Bidder and APGCL. The cost of stamp fee shall be borne by the Bidder. The contract shall comprise of the tender with the detailed scope of work, schedules, bidder's offer, all correspondence done till issue of detailed order and acceptance of Bidder thereof. Three numbers of hard copies with a soft copy of contract agreement shall be submitted.

N. Confidentiality of Data and Documents:

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

Q. Delay in Execution or Failure to complete the Contract

- Any delay in completion of the work shall attract liquidated damage/ penalty for late

completion as per Liquidated Damage of this Tender.

ii. If the Consultant fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of LoI or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, APGCL shall have the right to get the work done through any other agency at the risk and cost of the Consultant. Further to this, APGCL may, without prejudice to the right of the Consultant to recover damages for breach of trust of the Contract, may impose penalties.

iii. If, at any time, the CONSULTANT“s actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed activities, the CONSULTANT shall submit to the OWNER, a revised programme with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The CONSULTANT shall, at the same time/forthwith notify promptly to APGCL of the steps being taken to expedite progress of the activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Consultant shall in order to overcome the situation, forthwith mobilize required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.

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

R. Liquidated Damage (LD):

Any delay in completion of the work, shall attract liquidated damage, for late completion. If the Contractor fails to deliver the Plant or fails to start the work within specified time frame after signing of Contract Agreement or leave the work Site after partial execution of the work, Employer shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, Employer may, without prejudice to the right of the Employer to recover damages for breach of trust of the Contract, may impose liquidated damages on the contractor as per GCC.

Delay in achieving mile stone as indicated by the tenderer (APGCL) for reasons attributable to the consultant shall lead to imposition of liquidated damage at the rate of 1% of work value per week of delay subject to a maximum of 10% of the work value. Such liquidated damage shall be recovered by enforcing performance bank guarantee

S. Performance Bank Guarantee:

A Performance Bank guarantee equivalent to 10% of the value of work shall have to be submitted by the consultant immediately on issue of work order. Format of performance guarantee is enclosed at Annexure-D. The validity period of bank guarantee shall be entered by the purchaser in the bank guarantee format.

The performance bank guarantee shall be revoked in the event of failure to perform as per specification of this tender or to realize any dues arising out of imposition of liquidated damage.

T. Right to Accept or Reject any or all Bids:

- 1) Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) The Owner reserves the right to reject any Bid and appropriate the EMD if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
 - a. select the next Bidder with the Lowest Bid Value as the Successful Bidder;
 - b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 4) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LoI or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 5) The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such

verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

U. Force Majeure

In this Clause, “Force Majeure” means an exceptional event or circumstance:

- (a) which is beyond a Party’s control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

V. Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

W. Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under the total liability of the Contractor to the Employer, under or in connection with the Contract.

X. Insurance from Contractor's personnel

The Contractor shall affect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of

insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

Y. Indemnity

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:

(i) arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and

(ii) is attributable to any negligence, wilful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and

(2) the matters for which liability may be excluded from insurance cover.

Z. Amendment to this document

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

a. Modifications/ substitutions/ withdrawal of Applications

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

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

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

b. Clarifications

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

APGCL may on a Suo-moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by APGCL shall form part of this document. Any **addendum/corrigendum/extension etc.**

will be made available in <https://assamtenders.gov.in> only. No separate reply/ intimation shall be given for the above, elsewhere.

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

c. Submission of Bids:

- i. A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- ii. The Bid must be submitted in online mode and a hard copy of the bid should be submitted. The Bidder shall upload the scanned tender document duly signed and stamped on each page of tender as token of his acceptance along with his bid and also scanned copies of all requisite documents as sought in this tender. The Bidder will be required to encrypt & sign its online bid using own Digital Signature Certificate (Class- II or higher with both Signing and Encryption Certificates). Prospective Bidders must procure DSC before participating in the tenders.

For user manuals with detailed guidelines on enrollment and participation in the online bidding process and any other details related to E-Tendering, please visit <https://assamtenders.gov.in>.

In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted physically and must reach within specified time mentioned in the NIT by Registered Post A.D. or Speed Post or by Hand Delivery addressed to: Chief Executive Officer (CEO), APGCL OIL Green Power Corporation Limited, 3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001, super scribing the envelope with Tender No., Name of Work, and Due Date. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained.

Please note that Price Bid is not to be submitted in physical form.

CHAPTER –IV

ELIGIBILITY AND EVALUATION CRITERIA

(A). ELIGIBILITY

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

Offer of only those experienced and resourceful bidder will be considered who meet with following qualifying requirements:

Bid submitted by JV / Consortium shall not be accepted.

i. TECHNICAL:

1. The tenderer should have experience of having Consultancy Services satisfactorily for feasibility study and preparation of DFR/DPR for at least one Ground Mounted Solar project of capacity not less than 10 MW in the last seven (7) years from the original bid due date for any government organization/PSU/CPSU's / Municipal Boards etc" AND

ii. FINANCIAL:

1. The firm/firms (the tenderer and/or their parent company) having total last three-year Minimum average annual turnover of about Minimum of INR 10 lacs (Indian Rupees Ten Lakhs). Bidders have to submit the Audited/CA Certified Annual Report with complete financial details for last 03 financial years (2022-23, 2023-24 and 2024-25) with notarized certificate of Registered Chartered Accountant. In case, the turnover is in other than INR, the rate equivalent to INR of Technical Bid Opening Date will be considered for turnover evaluation.
2. **The net worth of the bidder must be positive.**

iii. SUBMISSION OF DOCUMENTS WITH TECHNICAL AND FINANCIAL BID

- The bidder should furnish enough details / documents in the technical bid for all three regarding their experience, and their parent company experience capability and resourcefulness. The bidder should also furnish experience list.
- The bidder should indicate following:
 - a. The maximum value of the order executed together with the details i.e., Project name and full address, telephone / fax number / email ID of the customer, value of the order, scope of work etc.
 - b. Work Order of the executed feasibility study, preparation of DFR/DPR of ground mounted Solar services /Floating for setting up of the ground mounted AGRIVOLTAIC project.
 - c. Performance certificates/Completion certificates from customers.
 - d. **Key personnel (as submitted for evaluation in QCBS) cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by APGCL.**

- For verification of parent company, bidder to submit the Agreement between bidder & parent company. Also, Share Holding Pattern of bidder duly signed by directors to be submitted for review.
- For proof of Annual Turnover & Net Worth any one of the following documents must be submitted along with the bid:
- A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **APPENDIX-B**.

Or,

- Audited Balance Sheet along with Profit & Loss account.

Bids submitted without anyone of the above documents shall be rejected outright.
Notwithstanding anything stated herein under, the Purchaser reserves the right to assess the capacity and capability of the bidder to execute the work.

iv. BID OPENING, EVALUATION AND AWARD OF WORK:

- a) The technical bid is to be opened online.
- b) 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.
- c) The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the APGCL may adopt. However, APGCL reserves the right to modify the evaluation process at any time during the tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.
 - (i) A two-stage procedure shall be adopted for evaluation of proposals i.e., Pre-qualification & technical evaluation and financial evaluation. Selection of Consultant shall be based on Quality-cum-Cost Based Selection (QCBS) criteria. This takes into account both the technical capability of the Bidder as well as the cost of services. The Technical and Price Proposal will be given 70:30 weightage respectively.
 - (ii) APGCL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
 - (iii) Points will be assigned to the technically qualified bidders based on the technical evaluation criterion given in the bid document. Conditional bids are liable to be rejected.
- d) The bids will be evaluated on Quality cum Cost Based System (QCBS). Quality and competence of the consulting service shall be considered as paramount requirement.
- e) Criteria, sub-criteria, and point system for the evaluation are:
 1. **The Technical evaluation shall have total Seventy (70) marks. The Price bid of only those Bidders who qualify as per the minimum eligibility criteria laid for technical evaluation will be opened for evaluation. The technical evaluation shall be done based on the following criteria**

The technical score secured by the bidder will be the technical score (T) of the bidder. The qualified financial proposal with lowest total cost “B min” will be given a financial score of 20 and other proposals given financial scores that are inversely proportional to their prices.

$$F = 30 \times B_{\min} / B \text{ where 'B' indicates the quoted bid price.}$$

Overall scoring (R) shall be calculated as under: $R = T + F$

- The bidders securing the highest scoring (R) shall be the “most preferred bidder (L-1 bidder)”.
- Any information contained in the Application shall not in any way be construed as binding on the APGCL, its agents, successors or assigns, but shall be binding against the Applicant if it is subsequently empaneled on the basis of such information.
- APGCL reserves the right not to proceed with the Award of Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons
- If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, APGCL may, in its sole discretion, may consider the bid as non- responsive.

2. Bidder should note that the quoted price in the price schedule shall be considered to determine Cp (Cost Points) for evaluating the bids on the bases of QCBS. The L1 found in n-procure (on-line) shall be given 100 Cp. The weightage of Cp shall be considered as 20%. T (Technical / Quality Points) for the selection/merit criteria for QCBS are as under:

Technical Evaluation Criteria (Quality and Cost Based Selection QCBS)					
Sr. No	Criteria	Max. Quality Points	Criteria for assigning points	Eligible Points	Remark
(A)	(B)	(C)	(D)	(E)	(F)

Feasibility Study & submission of PFR/DPR for ground mounted solar projects Max

Quality Points: 50

Min Quality Points: 10

1.	Feasibility Study & submission of DFR & DPR for ground mounted solar Project in India. (Number of DFR/DPR executed for solar PV Projects) Min Points:10	50	Project of capacity ≥ 10 MW		Copy of work order & completion
			No of projects	Points	
			1	10	

			2	20	certificate will be considered for evaluation.
			3	30	
			4	40	
			5	50	

2.	Feasibility Study & submission of DFR/DPR –Agri voltaic projects Max Quality Points: 10				
	Feasibility Study & submission of DFR & DPR for Agri voltaic Project in India or abroad (Number of DFR/DPR executed for Agri voltaic Projects)	10	Project		Copy of work order & completion certificate will be considered for evaluation.
			No of projects	Points	
			1 or more	10	

1. Qualification & Experience of key staff for this assignment- Max

Quality Points: 20

Min Qualifying Points: 13

Sl. No	Qualification & Experience	Max. Quality Points	No of Years of Relevant Experience	Eligible Points	Remarks
1.	Team Lead: M.E. / M. Tech./B.E./B.Tech [Must have Experience in Solar Power Project (in years)] Experience in Solar Power Project (in years)] Min Points: 3	7	Relevant Experience: ≥ 10 years	4	
			Relevant Experience: ≥ 7 years	3	
2.	Team Member: Mechanical, Electrical/ C&I, Civil engineering		Relevant Experience: ≥ 7 years	3	

	[Must have Experience of E&C Project (in years)] Min Points:2	3	Relevant Experience: \geq 5 years	2	
	Total	70			

- Bidder will have Max Quality Points if evaluated quality points for particular Sl. no is greater than Max Quality Points
- Each Technical Proposal will receive a technical merit score based on the above-mentioned evaluation criteria.

Detailed and precise information on these matters should be furnished in technical bid. Failure to do so is likely to result in the offer being ignored.

Note: Key personnel (as submitted for evaluation in QCBS) cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by APGCL.

v. AWARD OF WORK:

APGCL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and as per evaluation criteria mentioned this tender document, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

APGCL shall evaluate the response on the basis of Eligibility Criteria mentioned in the bid document & price BIDs of qualified bidders only shall be considered.

CHAPTER-V

GENERAL INSTRUCTIONS TO BIDDERS

5.1 The tender document can be downloaded from <https://assamtenders.gov.in> and the tender fee and EMD has to be submitted as detailed.

5.2 The current document is the request for proposal, which is issued to all the Bidders, requesting a proposal for **Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW(AC) Agrivoltaic Project at Garukhuti, Assam.**

A Consultant would be selected through QCBS process for execution of the Project.

5.3 The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.

5.4 Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.

5.5 Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.

5.6 The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).

5.7 Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

5.8 All rates shall be quoted on the proper form i.e., price bid supplied as part of the Tender documents on e- procurement portal by the Tender Issuing Authority.

5.9 APGCL does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

5.10 APGCL is not bound to award work to Lowest Quoted (L1) or Highest Rank Bidder

emerging out of the Bid evaluation. APGCL decision to choose the Bidder based on selection criteria and its own interest shall be final and binding to the Bidder.

5.11 Local Regulatory Frame Work:

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

5.12 Clarifications to Tender Document:

A Bidder requiring any clarification of the Tender documents may notify by e-mail or contact the following personnel of APGCL:

Sl. No	Name & Designation	Email
1	Rajib Chelleng, CGM (NRE)	rajib.chelleng@apgcl.org
2	Akshay Talukdar, CGM (PP&I)	akshay.talukdar@apgcl.org
2	Hari Narayan Hazarika, GM (NRE)	harinarayan.hazarika@apgcl.org
3	Amar Chetri, AGM (NRE)	amar.chetri@apgcl.org

5.13 Acceptance of Bids:

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

5.14 Withdrawal of Invitation to Bid:

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

5.15 Representative/ Agent of Bidder:

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

5.16 Right to Accept or Reject any or all Bids:

- 1) Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment.

without assigning any reasons thereof.

2) The Owner reserves the right to reject any Bid and appropriate the EMD if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.

3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:

- a. selects the next Bidder with the Lowest Bid Value as the Successful Bidder;
- b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.

4) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LoI or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.

5) The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

5.17 Amendment to this document:

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

5.18 Modifications/ substitutions/ withdrawal of Applications

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

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

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

5.19 Clarifications

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

APGCL may on a Suo-moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by APGCL shall form part of this document. **Any addendum/corrigendum/extension etc. will be made available in <https://assamtenders.gov.in> only.** No separate reply/ intimation shall be given for the above, elsewhere.

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

5.20 Submission of Bids:

5.20.1 A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.

5.20.2 The Bid must be submitted in online mode and a hard copy of the bid should be submitted. The Bidder shall upload the scanned tender document duly signed and stamped on each page of tender as token of his acceptance along with his bid and also scanned copies of all requisite documents as sought in this tender. The Bidder will be required to encrypt & sign its online bid using own Digital Signature Certificate (Class- II or higher with both Signing and Encryption Certificates). Prospective Bidders must procure DSC before participating in the tenders.

For user manuals with detailed guidelines on enrollment and participation in the online bidding process and any other details related to E-Tendering, please visit <https://assamtenders.gov.in>.

In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted physically and must reach within specified time mentioned in the NIT by Registered Post A.D. or Speed Post or by Hand Delivery addressed to: Chief General Manager (NRE), Assam Power Generation Corporation Limited, 3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001, super scribing the envelope with Tender No., Name

of Work, and Due Date. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained. **Please note that Price Bid is not to be submitted in physical form.**

Outer Envelope: shall bear the following identification

Tender No., Name of Work for **“Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW(AC) Agrivoltaic Project at Garukhuti, Assam”.**

Cover-I: shall bear the following identification

Signed and sealed RFP Document along with all enclosures for **“Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam”.**

Cover -II shall bear the following identification:

Proof of Tender fees of the Bid and EMD for **“Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam”.**

Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each envelope.

5.20.3 Offered Price” duly filled shall be **submitted in the format given online only. Offered Price shall have to include GST.** No stipulation, deviation, terms and conditions, presumption etc. shall be stated in priced part of bid. APGCL shall not take cognizance of any such statement and may at their discretion reject such price bids. **Also, price quoted by the bidder must be in INR.**

5.20.4 Bid Due Date:

- 1) Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 2) APGCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum uniformly for all Bidders.

5.20.5 Late Bids:

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

5.21 Confidentiality

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

right or privilege of the statutory entity and/ or the Company.

5.22 Fraudulent Practices:

1) The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.

2) Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

5.23. Conditions for Forfeiture of Bid Security

Bid Security shall be forfeited in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award along with the required documents including Performance Bank Guarantee.

5.24 Ineligibility for Future Tenders

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

5.25 Determination of Responsiveness

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

- 5.25.1 that effects in any substantial way the scope quality or performance of the contract or
- 5.25.2 that limits in any substantial way inconsistent with the bidding document the APGCL's right or the successful bidder's obligation under the contract or
- 5.25.3 whose rectification would unfairly affect the competitive position of other substantially responsive BIDs.

Discrepancies in BID

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

- In case of discrepancy between the original & copies of bid (hard & soft copies), the original bid (uploaded in the e-procurement portal) will be considered as correct.
- In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.

5.26 Obligations of the Bidder

The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance

technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to APGCL and shall at all times support and safeguard APGCL's legitimate interests.

CHAPTER-VI

BID FORMS

Covering Letter

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

To,
The Chief General Manager (NRE),
Assam Power Generation Corporation Limited,
3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati-1

(Agency to Provide Date and reference)

Dear Sir,

Sub: “Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam”.

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

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

Contact Person			
Name & Designation	Address for communication	Telephone No	Email ID

- (f) This application is made in the full understanding that:
- 1. Through this RFP, APGCL intends to Award of work, the interested Consultancy firms for the work of DPR Preparation, who have experience in executing the contracts of similar nature.

2. RFP process will be subject to verification of all information submitted at the discretion of APGCL.
3. APGCL reserves the right to reject or accept any or all applications, cancel the RFP process without any obligation to inform the Agency about the grounds of same.

(a) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct best of my knowledge & belief.

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

Name:

In the Capacity of:

Signed

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

Date:

Company Seal: _____

BID FORM-I	
Company Profile and Organization Structure	
Name of the bid	“Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam”.
Name of the bidder	
Address of bidder for communication with email ID, postal address, Land line and mobile phone number.	
Name and address of person who is authorized to sign bid document and commit on behalf of the bidder with postal address, email ID, Land line and mobile phone number.	
Name and address of person who will be the Team Leader/Project manager and coordinate with APGCL for successful completion of the consultancy service with postal address, email ID, Landline and mobile phone number.	
Details of payment for purchasing tender	
Signature & seal of bidder	

BID FORM-II

Details of Completed Projects Undertaken in reference to Qualifying Requirement for solar projects

>10 MW

Maximum marks = 50

a	b	c	d	e	f
Sl. No.	Name of Project	Name of the Client & Address	Project Capacity, Description: Detail scope of work	Date of issue of LOI	Completion of Work from client
1					
2					
3					
4					
5					
Documents required in support of entries in this table		<p>1. Copy of work order/Contract Document for column (e). 2. Certificate of completion from client for column (f).</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> a) Do not include Work(s) <u>completed earlier than the period indicated</u> in Bid Evaluation Criteria here. b) Do not include Work(s) <u>not as per qualifying criteria</u> indicated in Bid Evaluation Criteria here. 			
Signature & seal of bidder					

BID FORM-III

Credentials of Consultant's experts. (Numbers of completed/ in the relevant field).

Maximum marks =10

Name of Person	Qualification	Experience in Solar Power Project (in years)] Experience in Solar Power Project (in years)]	Date of joining in the Consultant's Firm
Team Lead			
Team Member-1			
Documents required in support of Experience	(a) C.V as per format given in Annexure - C		
	(b) Certificate of University in respect of educational qualification		
	(c) Bidder's certificate in respect of experience & date of joining of firms		
Signature & seal of bidder			

BID FORM-IV
(For Full Technical Proposal Only)

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

A description of the approach, methodology, inputs data taken into consideration, output and work plan for performing the work:

- a) Approach and Methodology
- b) Input data to be collected
- c) Outcomes of the study
- d) Work Plan

a. **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Scope of Work, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.}

Model to be utilized along with its working principle and its software. Please do not repeat/copy the scope of work here.}

b. **Input data to be collected along with its significance in the study.** {Please explain your requirement of the data for the assignment, significance of all types of data, technical approach for utilization of data, and the methodology you would adopt for utilization of these data to deliver the expected output(s)}

c. **Outcomes of the study.** {Please explain outcomes of the study, significance of outcome in growth of APGCL, detail planning and definite year wise roadmap for achievement of such output.}

d. **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). The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the scope of work and ability to translate them into a feasible working plan. The work plan should be consistent with the Time of Completion.}

PRICE BID FORM-1
(To be submitted ONLINE only)

Name of bid	“Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW (AC) Agrivoltaic Project at Garukhuti, Assam”.
E-Tender reference	
Name of bidder	
Address of bidder for communication with email ID	
Name and address of person who is authorized to sign bid document and commit on behalf of the bidder with email ID	
Details of payment for tender document	
Details of EMD	
Submission of DFR/DPR	Rate in INR Rs.(figures) Rs (Words)
Seal and signature of bidder	

To be submitted ONLINE only

POWER OF ATTORNEY

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

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of(designation) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in

connection with or incidental to submission of our Bid for award in response to the RFP (NIT No.

issued by Assam Power Generation Corporation

Limited, Guwahati-1 including signing and submission of the BID and all other documents related to the BID, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the APGCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the APGCL and providing information / responses to APGCL, Guwahati representing us in all matters before APGCL, Guwahati and generally dealing with APGCL, Guwahati in all matters in connection with BID till the completion of the bidding process as per the terms of the above-mentioned RFP.

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

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

Signed by the within named

... (Insert the name of the executant's company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney

(Name, designation and address of the Attorney) Attested

.....
(Signature of the executant)

(Name, designation and address of the executant)

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

APPENDIX-B

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores
2022-23		
2023-24		
2024-25		

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

Place:

Date:

Seal: Membership

Signature

CURRICULUM VITAE (CV)

Position Title (Team Lead/Team Member)			
Name of Firm			
Name of Expert:			
Designation:			
Date of Birth:			
Citizenship			
Education	Degree	Institution	Year of Passing

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

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

Period	Employing organization and your title/position. Contact information for references	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. Bbbbbbb, deputy minister]	

Membership in Professional Associations and Publications:

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

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

Certification:

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

- (i) This CV correctly describes my qualifications and experience
- (ii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

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

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

_____ Date: _____

[Signature of expert or authorized representative of the firm]¹ Day/Month/Year

Full name of authorized representative & Designation:

ANNEXURE-D

PROFORMA BANK GUARANTEE AGAINST CONTRACT PERFORMANCE

Whereas the Assam Power Generation Corporation Ltd. (herein after called APGCL) has issued Work Order No.....dated.to M/s..... (herein after called the Firm) for "Engagement of consultant for Feasibility study, preparation of Pre-Feasibility Report (PFR) and Detailed Project Report (DPR) for setting up of 25 MW(AC) Agrivoltaic Project at Garukhuti, Assam". Whereas of M/s has accepted the work order along with the terms and conditions contained therein.

As per tender specification, the firm was required to furnish a Bank Guarantee from a nationalized Bank for a sum of Rs i.e., 10% of the work value as security for the satisfactory performance of the work done.

Whereas the Firm has requested APGCL to accept the guarantee of () (Name of the Nationalized Bank with address) and APGCL has agreed to accept the same.

In consideration of acceptance of work order by M/s issued by APGCL, we the -----(Name of the Nationalized Bank with address) undertake to indemnify and keep indemnify APGCL against any damage, injury or loss to it by breach or violation of the contract work order and shall pay APGCL all sums demanded by it towards such injury, loss or damage or penalties as and when demanded by APGCL, provided that the total liability under the guarantee shall not exceed Rs.....only.

Provided further that this guarantee shall remain in force for a period of.....month from the date of drawing out this guarantee.

Provided further that this guarantee shall not continue to be in force beyond a period of Month from the date of drawing out this guarantee unless it is renewed. All claims under this guarantee shall be preferred to the executant's bank before

We () (Name of the Nationalized Bank with address) hereby undertake not to revoke this guarantee during the period it is in force without obtaining the prior written consent of the Company. Notwithstanding anything contained herein before, our liability

under this guarantee is restricted to Rs Our guarantee shall remain in force until 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 six months from the date

i.e., within.....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 _____, 2023.

(Signature on behalf of the Nationalized Bank)

(Seal of the Nationalized Bank)

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. The Bank Guarantee by Bidder will be given from bank as per Schedule 1: List of Banks only.
3. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee. MT/IFFN 60/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

4. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to Bidder.
5. 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. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture. Non-compliance of the same shall result into rejection of bid and no request from bidder, shall be entertained in this regard.