



**E-TENDER NO: APGCL/CGM(H&C)/2026-27/DPR-Kulsi MPP/02**

**dated: 05/05/2026**

## **Request for Proposal**

**Engagement of Consultant for Preparation of Detailed Project Report (DPR) of Kulsi Multi Purpose Project in Assam, India**



Client: **Assam Power Generation Corporation Limited**

Country: **India**

**E- Tender No. APGCL/CGM(H&C)/2026-27/DPR-Kulsi MPP/02 dated: 05/05/2026****TENDER NOTICE****NATIONAL COMPETITIVE BIDDING**

<b>Invitee</b>	Chief General Manager (H&C), APGCL, Bijulee Bhawan, 3rd floor, Paltanbazar, Guwahati-781001, Assam.
<b>Name of Work</b>	<b>Engagement of Consultant for Preparation of Detailed Project Report (DPR) of Kulsi Multi-Purpose Project in Assam, India.</b>
<b>Bidder's Eligibility</b>	<p>a. The bidder should have presence in India having access to global best practices and knowledge in the following specific field</p> <p>i. Either Multi-Purpose project including Hydro Electricity Generation (least 50 MW installed capacity) having Irrigation Component.</p> <p>ii. or having separate project experience in execution of (1) hydroelectric project of at least 50 MW installed capacity and (2) medium irrigation project with Culturable Command Area (CCA) from 2000 Hectares to 10,000 Hectares with dam/barrage structure.</p> <p>b. Minimum Average Annual Turnover shall be Rs. 20 Crore (Rupees Twenty Crore only) during the last 3 (Three) preceding financial years ie FY 2022-23, FY 2023-24 and FY 2024-25.</p> <p>c. Net Worth of the bidder should be positive for the last 3 (Three) preceding financial/ accounting year ie FY 2022-23, FY 2023-24 and FY 2024-25</p>
<b>Cost of tender document (Non-refundable)</b>	Online non-refundable Tender Processing Fee of Rs 10,000.00 will be collected from Bidder during bidding at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> Tender processing fee in any other form will not be accepted.
<b>Bid Security/EMD (Refundable/Adjustable)</b>	The bidder must submit the requisite EMD amount of <b>INR 10,00,000/- (Indian Rupees Ten Lakhs Only)</b> . Bid received without requisite EMD will be rejected. EMD amount must be deposited online against this said tender at <a href="https://assamtenders.gov.in">assamtenders.gov.in</a> EMD through Bank Guarantee (BG) will also be accepted.
<b>Mode of Bid Submission</b>	The bids shall be submitted electronically in the e-tendering portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> before the bid submission deadline i.e. <b>on 19.06.2026 till 15:00 Hrs IST</b>
<b>Start Date of Online Submission</b>	<b>06.05.2026 (from 10:00 Hrs IST)</b>

<b>Last date of Submission (Online)</b>	<b>19.06.2025 (till 15:00 Hrs IST)</b>
<b>Tender Opening</b>	<b>20.06.2025 (from 15:00 Hrs IST)</b>
For details please visit <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and <a href="http://www.apgcl.org">www.apgcl.org</a> Any addendum/corrigendum/extension, etc will be available in <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and <a href="http://www.apgcl.org">www.apgcl.org</a> only.	

Sd/-  
Chief General Manager (H&C), APGCL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Section contains draft Contract agreement forms only to be filled by the successful Bidder after contract award.

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

## Definitions

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

## 1. Introduction

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

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

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

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

**2. Conflict of Interest**

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

**3. Fraud, Corruption & Eligibility**

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

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

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

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

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

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

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

**4. Origin of Consulting Services**

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

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

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

**5. Proposal Validity**

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

**6. Clarification of RFP Documents**

6.1. Any bidder requiring clarification of the bidding documents shall submit its queries in writing to the Procuring Entity through email, clearly indicating reference to the relevant provisions of the bidding documents.

Email Id: saurav.saikia@apgcl.org

Copy to: [aswini.choudhury@apgcl.org](mailto:aswini.choudhury@apgcl.org)

: [manashkr.gogoi@apgcl.org](mailto:manashkr.gogoi@apgcl.org)

Date up to which queries will be entertained by APGCL: 7 days prior to the bid submission deadline.

The Procuring Entity (APGCL) shall respond in writing to any request for clarification, provided that such request is received well in advance i.e. at least 7 days prior to the bid submission deadline.

APGCL may also publish a brief summary of the queries received, along with the corresponding responses, on its official website and/or the e-Procurement portal, without disclosing the identity of the bidder raising the query.

**Pre-bid Meeting: Bidders are further encouraged to take part in Pre-bid meeting to clarify on any issue pertaining to the bid document requiring further explanation & deliberation with the Client.**

Details of pre bid meeting shall be as follows;

Date: 26.05.2026

Time: 12:00 Hrs

Venue: 3<sup>rd</sup> Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Interested bidders willing to take part in pre-bid meeting shall submit its written request vide mail and authorize its designated officer/personnel to take part in the meeting. Client may conduct pre-bid meeting vide virtual mode and in that case, video conference links will be shared to the interested bidders.

Should the Client (APGCL) deem it necessary to amend the RFP in case any clarification leads to changes in the essential elements of the Bidding Documents, then it shall amend the Bidding Documents in accordance with the procedure stipulated under ITC Clause 3.

**Amendment to bidding Document**

- 6.2. At any time not less than 7 days before the bid submission deadline, the Client may amend or modify the bidding (tender) document by issuing an addendum/ corrigendum or for any other reason as deemed appropriate.

Any corrigendum/ addendum thus issued shall form part of the RFP (tender) and such amendment(s) shall be published on the e-procurement portal & APGCL website and shall be binding on all prospective bidders. To give Consultants reasonable time in which to take an amendment/ modification into account in their Proposals the Client may, at its discretion, if considers that the amendment/ modification is substantial, extend the deadline for the submission of bids and other associated timelines linked to the bid submission date.

Any bidder who has downloaded the bidding documents is advised to regularly check the e-procurement portal for amendments, if any. APGCL shall not be responsible in any manner if a bidder fails to take note of any amendment(s) published on the portal.

**Client's Clarifications of the Proposal**

- 6.3. From the time, the Proposals are received by the Client to the time the Contract is awarded; the client may request the Consultant to provide any clarification on any matter on the proposal before the award of work.

**7. Preparation of Proposals**

- 7.1. The Proposal (see Para 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language only.
- 7.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the RFP will be summarily rejected.
- 7.3. While preparing the Technical Proposal, Consultants must give particular attention that they fulfil the bid criteria and submit the bid as per the Clauses of this Tender. Bidder must ensure proper and complete compliance to the 'Eligibility Criteria' given in Section 3.
- 7.4. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 7.5. All prospective bidders are required to thoroughly study and carefully examine all the terms and conditions, instructions & specifications pertaining to the work and visit the field of work to fully satisfy and acquaint themselves about the nature and location of work, the configuration of the ground. The spring level, the surface conditions, quality and quantity of materials required and their availability the type of equipment and facilities needed preliminary to and during the execution of the work and local

conditions which may affect the work or cost thereof. Failure to do so will be at the bidder's risk.

**Technical Proposal Format and Content**

7.6. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms (Section 4).

**Envelope 1 with the Technical Proposal:**

- Power of Attorney to sign the Proposal
- Proof of Legal Status and Eligibility (e.g., Certificate of Origin)
- TECH-1 (Technical proposal Submission Form)
- TECH-2 (Consultant's Organization and Experience)
- TECH-3 (Consultant's Technical Experience)
- TECH-4 (Consultant's Financial Capabilities)
- TECH-5 (Credentials of Consultant Expert) and annexure-A (CV)
- TECH-6 (Description of Approach & Methodology in Responding to the Terms of Reference)
- Annexure-I (Format of Bank Guarantee for EMD)
- Annexure-II (Format of Bank Guarantee for Performance Security)
- Attachment - 1 (Form of Declaration of Eligibility)
- Attachment- 2 (Undertaking Regarding Non-Performance)
- Attachment- 3 Check List of Bidder's Documents

7.7. The Technical Proposal shall not include any financial information. The proposal may be declared non-responsive;

- a) If the Technical Proposal contains any financial information.
- b) If the Consultant does not fulfil the 'Eligibility Criteria' stipulated in Section-3 or fails to achieve the minimum qualifying mark as per terms of the tender.
- c) If the proposal is not properly signed by an authorized signatory holding enforceable Power of Attorney in his favour:
- d) If the Technical Proposal is not accompanied by the requisite EMD stipulated here in under Para 9.
- e) If the Consultant propose any deviation from the terms of RFP

**8. Financial Proposals**

**The bidder has to submit the price bid as per the BoQ uploaded on the portal by APGCL.**

**Taxes**

The Consultant may be subjected to taxes and duties (such as, GST, levies etc.) on amounts payable by the Client under the Contract as mentioned in the BOQ.

**Currencies, Fees and Gratuities**

**Consultants shall express the price of their services in Indian Rupees.** The Financial Proposal shall not include any commercial or technical condition/information. Contract Price shall remain firm and fixed for the specified period of contract.

**9. Bid Security**

The bidder must submit the requisite EMD amount of **INR 10,00,000/-** (Indian Rupees Ten 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 10,00,000/- (Rupees Ten Lakhs Only) valid up to 180 days from the date of submission of bid.** Hard copy of the original BG to be submitted to APGCL within 10 days from bid submission deadline and soft copy of the same shall be submitted with technical bid. BG format enclosed as **Annexure I.**

Under this clause, it is clarified that, apart from online submission of EMD, submission of EMD in the form of a Bank Guarantee (BG) is also permissible.

Bidders may be advised to carefully note that, while uploading their bids on the e-Procurement portal, the EMD Exemption option must be selected as "Yes" to enable submission of bids with EMD in the form of a Bank Guarantee. It has been observed that some bidders, while opting to submit EMD through a Bank Guarantee, incorrectly select the EMD Exemption option as "No" on the portal. In such cases, the system mandates online payment of EMD and does not permit uploading of the Bank Guarantee document. Once selected, the system does not allow reverting or modifying this option, thereby resulting in non-submission of the bid. Accordingly, bidders intending to submit EMD in the form of a Bank Guarantee must ensure correct selection of the EMD option on the portal to facilitate successful upload and submission of the BG. Further, the original Bank Guarantee shall be sent by post/courier or delivered in person to APGCL at the specified address within the stipulated time.

- 10. Submission Receipt, and Opening of Proposals**
- 10.1. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.
- 10.2. An authorized representative of the Consultant shall initial all pages (including printed material, if any) of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 10.3. The bids shall be submitted electronically in the e-tendering portal <https://assamtenders.gov.in> on or before the bid submission deadline. Further 1(one) hard copy of the original bid documents submitted electronically, shall be submitted to the Client address mentioned in the data sheet within 10 (ten) days from the last date of bid submission. In case of any discrepancy between the electronic bid and the hardcopy submitted, the electronic bid submitted shall prevail.
- 10.4. The Proposals must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para 10.5. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 11. Proposal Evaluation**
- 11.1. From the time, the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination evaluation, ranking of Proposals & recommendation for award of Contract may result in the rejection of the Consultants' Proposal
- 11.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 11.3. Technical Proposals accompanied by stipulated bid security declaration shall only be evaluated. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- Public Opening and Evaluation of Financial Proposals**
- 11.4. After the technical evaluation is completed, the Client shall inform the Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying

mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultant's attendance at the opening of Financial Proposals is optional.

- 11.5. Financial Proposals shall be opened publicly in the presence of the Consultant's representatives who may choose to attend. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
- 11.6. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 11.7. As a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.
- 12. Combined Quality and Cost Evaluation**
- 12.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 13. Negotiations**
- 13.1. Negotiations will be held at the date and address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff, except for cases of death or incapacity. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. Failure to attend the negotiations at the specified date and time shall be construed as withdrawal of proposal.
- Technical Negotiations**
- 13.2. Negotiations will include a discussion of the Technical Proposal the proposed technical approach and methodology, work plan and schedule, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description or Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.
- Financial Negotiations**
- 13.3. The financial negotiations will include a clarification (if any) of the firm's tax liability in India, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates nor staff nor other proposed unit rates.
- 14. Availability of Professional staff/ experts**
- Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before

contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution(s) unavoidable or for reasons such as resignation, death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.

**15. Conclusion of the Negotiations**

The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. The corresponding changes, if any, mutually agreed as outcome of negotiations will be incorporated in the contract. Negotiations will conclude with a review of the draft Contract. However, if negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**16. Award of Contract**

16.1. After completing negotiations, the Client shall award the Contract to the selected Consultant. The selected consultant and the client will sign the contract agreement at the date, time and address notified by the client.

16.2. The Consultant is expected to commence the assignment on the date specified in the **Data Sheet**. The consultant shall commence and perform the services at Consultant's office and Project Sites as requested by the client based upon the functional requirement.

**17. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's fraud and corruption policy.

Selected bidder shall treat all documents, drawings, reports etc. related to the awarded work as confidential and not disclose to any individual, party, organization etc unless permitted by APGCL in written.

**SECTION 2: PROPOSAL DATA SHEET**

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

<b>Paragraph Reference</b>	
<b>1.1</b>	<p>Name of the Client: Assam Power Generation Corporation Limited  Address: Chief General Manager (H&amp;C), APGCL,  2<sup>nd</sup> Floor, Bijulee Bhawan,  Paltan Bazaar, Guwahati-01  e-mail address: saurav.saikia@apgcl.org  Copy to: aswini.choudhury@apgcl.org</p> <p>Method of selection: Quality and Cost Based Selection Method (QCBS) / [<b>Total Score = 80% of Technical Score + 20% of Financial score</b>]</p>
<b>1.2</b>	<p>Name of the assignment:  <b>“Engagement of Consultant for Preparation of Detailed Project Report (DPR) of Kulsii Multi Purpose Project in Assam, India”</b></p>
<b>1.4</b>	Shall be shared with the successful bidder only.
<b>5.0</b>	<b>Proposals must remain valid for 180 days from the date of opening of bids (technical bid).</b>
<b>6.1</b>	<p>The request for clarifications must be received at least 7 working days before last submission date. The address for requesting clarifications is:  Client Representative: Chief General Manager (H&amp;C), APGCL  2<sup>nd</sup> Floor, Bijulee Bhawan,  Paltan Bazaar, Guwahati-01  e-mail address : saurav.saikia@apgcl.org  Copy to : aswini.choudhury@apgcl.org  : manashkr.gogoi@apgcl.org</p>
<b>8.0</b>	Reimbursable expenses are deemed to be included in lump sum contract price. No additional payment whatsoever shall be paid by APGCL other than fixed lump sum contract price.
	Amounts payable by the Client to the Consultant under the contract to be subjected to local taxation. <b>GST shall be paid extra as per the prevailing rate.</b>
<b>10.3</b>	Consultant must submit one hard copy of the original Proposal to the Client to the following address within 10 days of the bid submission deadline;
<b>10.4</b>	<p>Client: Chief General Manager (H&amp;C), APGCL,  2<sup>nd</sup> Floor, Bijulee Bhawan,  PaltanBazaar, Guwahati-01  e-mail address: saurav.saikia@apgcl.org  Copy to: aswini.choudhury@apgcl.org  : manashkr.gogoi@apgcl.org</p> <p><b>Proposals must be submitted electronically not later than the following date and time: 19/06/2026 (till 15:00 Hrs IST)</b></p> <p><b>Bid opening time and date: 20/06/2026 (from 15:00 Hrs IST)</b></p>

<b>Paragraph Reference</b>	
<b>11.3</b>	The evaluation criteria, sub-criteria, and point systems are specified in Section-3(EQC). The <b>minimum eligible Technical Score is 70.</b>
<b>12.1</b>	<p><b>The lowest evaluated Financial Proposal (F<sub>m</sub>) is given the maximum financial score (S<sub>f</sub>) of 100.</b></p> <p><b>The formula for determining the financial scores (S<sub>f</sub>) of all other Proposals is calculated as following:</b></p> <p><math>S_f = 100 \times F_m / F</math>, in which "S<sub>f</sub>" is the financial score, "F<sub>m</sub>" is the lowest quoted Price among all the bidders and "F" is the quoted price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80% and</b> <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>
<b>13.1</b>	<p>Expected date and address for contract negotiations (restricted to timelines and scope) Date after opening of Financial Bid</p> <p>Address of Client: Chief General Manager (H&amp;C), APGCL, 2<sup>nd</sup> floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01</p> <p>e-mail address : saurav.saikia@apgcl.org Copy to : aswini.choudhury@apgcl.org : manashkr.gogoi@apgcl.org</p>
<b>16.2</b>	<p>Effective date for Commencement of Consulting Services:</p> <p>On the date of Issuance of Notice to proceed by the Client.</p>

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

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

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

**A. Technical Eligibility Criteria:**

- a) The bidder should have presence in India having access to global best practices and knowledge in the following specific field
  - i) Either Multi-Purpose project including Hydro Electricity Generation (least 50 MW installed capacity) having Irrigation Component.
  - ii) or having separate project experience in execution of (1) hydroelectric project of at least 50 MW installed capacity and (2) medium irrigation project with Culturable Command Area (CCA) from 2000 Hectares to 10,000 Hectares with dam/barrage structure.
  
- b) The bidder should have experience in Consultancy Services for Multi Purpose Hydro Electric Project with Irrigation Component from Concept to commissioning including preparation of Detailed Project Report of Multi Purpose Hydro Electric Project including irrigation component.

**B. Financial Eligibility Criteria:**

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

Sl. No.	Parameter	Financial Criteria
1	Annual Turnover	Minimum Average Annual Turnover shall be Rs. 20 Crores (Rupees Twenty Crores only) during the last 3 (Three) preceding financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 .
2	Net worth	Net Worth of the bidder should be positive for the last 3 (Three) preceding financial/ accounting years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 .

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

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.
- ii) Audited Balance Sheet along with Profit & Loss account for the preceding 3 (three) years.
- iii) The bidder should submit copy of valid GSTN, PAN, Certificate of Incorporation/Registration and Tax clearance certificate or equivalent statutory documents. Foreign company may submit equivalent documents.
- iv) The bidder should submit a Bank solvency certificate not earlier than past 01 year from the date of floating of the tender. The date of issuance and amount should be clearly mentioned.

Note:

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

- Audited annual report of the ultimate holding company, establishing the relationship between bidding entity and group companies.
- Any similar documents which establish the relationship between bidding entity and group companies.

#### Evaluation Criteria

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

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

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

<b>TECHNICAL &amp; MANAGERIAL COMPONENT (Total weightage – 80%)</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks</b>
1.	<p>The bidder should have presence in India having access to global best practices and knowledge in the following specific field</p> <p>i. Either Multi-Purpose project including Hydro Electricity Generation (least 50 MW installed capacity) having Irrigation Component.</p> <p>or</p> <p>ii. Having separate project experience in execution of (1) hydroelectric project of at least 50 MW installed capacity and (2) medium irrigation project with Culturable Command Area (CCA) from 2000 Hectares to 10,000 Hectares with dam/barrage structure.</p> <p>Three or more projects : 50 marks Two projects : 35 marks One project : 20 marks</p>	50
2.	Qualifications and competence of the key professionals for the work	40
3	<p>Approach and methodology including work plan for the scope of work</p> <p>(a) Approach &amp; methodology (8 marks)</p> <p>(b) Work plan (2 marks)</p>	10
	<b>Total</b>	<b>100</b>

<b>Break up for Qualifications and competence of the key professionals for the work</b>			
<b>Sl. No.</b>	<b>Qualifications and competence of the key professionals for the work</b>		<b>Marks</b>
A	Project Manager/ Expert	Masters in Engineering with minimum 25 years' experience in Multi-Purpose Hydro Electric Project with Irrigation Component or hydroelectric project (least 50 MW installed capacity) & medium irrigation project	10 Marks
B	Geologist	Masters 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 Multi Purpose Hydro Electric Project.	4 Marks
D	Turbine Expert/Electro-mechanical expert	Masters in Engineering with minimum 15 years' experience in hydro electric project or Multi Purpose Hydro Electric Project with Irrigation Component with at least 1 project reaching execution stage.	4 Marks
E	Senior Hydrologist	Masters in Water Resource Engineering/Hydrology with minimum 15 years' experience in river valley / irrigation / hydropower projects.	4 Marks
F	Irrigation Planning Expert	Post-Graduate Civil/Agricultural Engineer with minimum 15 years experience in irrigation planning and design works and DPR preparation of at least one major irrigation projects having Culturable Command Area (CCA) not less than 10,000 hectares.	4 Marks
G	Environmental expert	Masters 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 /Multi purpose project/Hydro projects.	4 marks
H	Structural Design expert	Degree in Civil Engineering and Masters in Structural engineering or equivalent with minimum 15 years	5 marks

		experience in hydroelectric project or Multi-Purpose Project, with at least 1 project reaching execution stage.	
<p>Note: Preference in evaluation shall be given for International Experience/Expertise for multi purpose hydro electric project with irrigation component.</p> <p>Key professionals on permanent role of the organization shall be given preference while considered for evaluation. Permanent role means full time employee. Bidder shall provide all supporting documents to substantiate this requirement.</p> <p>Documentary Proof against Qualifications of key professionals to be submitted and each page signed and sealed by bidder.</p>			
<p><b>FINANCIAL COMPONENT (Total weightage – 20%)</b></p>			
<p>Pricing and Financial</p> <ul style="list-style-type: none"> <li>• Lump sum pricing to be quoted.</li> </ul> <p>The Proponent with the lowest lump sum pricing will be awarded 100 out of 100, and the financial bid of the remaining will be calculated as follows:</p> $S_f = 100 \times F_m / F.$ <p>Where <math>S_f</math> is the financial score of the Financial bid evaluated</p> <p><math>F_m</math> is the financial bid (adjusted) to the lowest priced Financial bid, <math>F</math> is the financial bid (adjusted) to the Financial bid under consideration</p> <p><b>Note: The Consultant/Applicant firm shall be allowed to use the credential of their parent and/or group company for eligibility and evaluation for both technical and financial.</b></p>			

**Procedure for marking of Technical Bids as well as Financial Bids and Selection of Successful Bidders**

- (i) Total Marks for Technical Evaluation (t) =100
- (ii) The marking of Technical Bids will be carried out as under:
  - a. For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.
  - b. The minimum Technical Score ( $S_t$ ) required to qualify for financial bid opening is 70.
  - c. The Technical Bids of the Bidders scoring 70 and above marks as explained above will be considered as Responsive and their Financial Bids would be opened and considered for evaluation.
- (i) The lowest evaluated Financial Proposal ( $F_m$ ) will be awarded the maximum financial score ( $S_f$ ) of 100.
- (ii) The formula for determining the financial scores ( $S_f$ ) of all other Proposals will be calculated as follows:

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

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

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

## **SECTION 4: PROPOSAL FORMS**

## **TECHNICAL FORMS**

## Form TECH-1

## Technical Proposal Submission Form

---

 {Location, Date}
To: **[Name and address of Client]**

Dear Sirs:

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 5.
- (c) We have no conflict of interest in accordance with ITC 2.
- (d) We meet the eligibility requirements as stated in ITC 7.
- (e) We, or any of the proposed experts have not prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 5, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 14 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 16.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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

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

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

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

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

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

**Form TECH-2**

**Consultant's Organization and Experience**

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

**Consultant's Organization**

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

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

- a) The Bidder should have experience of Preparation of Detailed Project Report of Multi Purpose Hydro Electric Project with Irrigation Components in India or abroad of least 50 MW installed capacity
- or
- b) Having separate experience in Preparation of Detailed Project Report of (1) hydro electric project of at least 50 MW installed capacity and (2) medium irrigation project with Culturable Command Area (CCA) from 2000 Hectares to 10,000 Hectares with dam/barrage structure.

The bidder may get qualification from multiple projects. However, the bidder shall provide owner certificate for Completed Projects.

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

Documents required in support of entries in this table :

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

**Note:**

- a) Do not include Work(s) not as per qualifying criteria indicated in Bid Evaluation Criteria here.

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

Seal:

Signature

**Form TECH-5**

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

Category	Name of Person with Designation	Qualification	No of Projects in Multi Purpose Hydro Electric Project with Irrigation Components or Hydro Electric Projects/irrigation project	No. of years of Experience and Date of Joining in Consulting Firm.	Number of Project reaching execution stage or completed.
Project Manager/ Expert					
Geologist					
Hydro Mechanical Engineer					
Turbine Expert/Electromechanical expert					
Senior Hydrologist					
Irrigation Planning Expert					
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 as per Form Tech 5 & Annexure A : Curriculum Vitae (CV).  
Bidder is to certify the experience of its expert/key professionals.

Signature & seal of bidder

## Annexure -A

**CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

- (i) This CV correctly describes my qualifications and experience
- (ii) I am not a current employee of the Executing or the Implementing Agency
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

In case of inability of experts/key professionals to join service, the same must be replaced with equivalent or higher qualified personnel subject to due approval from APGCL. Delay in such cases will be on account of bidder.

- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

- (v) I am not currently debarred by a multilateral development bank

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

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

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

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

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

Full name of authorized representative:

\_\_\_\_\_

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

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

**Maximum marks =10**

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

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

- a. Approach and Methodology
- b. Work Plan

a. **Approach and Methodology.**

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

b. **Work Plan.**

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

**Annexure I**

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 Detailed Project Report (DPR) of Kulsi Multi Purpose Project in Assam, India, in response to the NIT No. .... Dated ..... issued by 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 this .....day 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.

**Annexure II**

(\*To be filled up & submitted later by selected bidder prior to start of work)

Format of Bank Guarantee for Performance Security

(Note: Performance Guarantee is to be submitted in Bank Guarantee as per Clause 3.9 of Section 6 and Clause 3.9 of Section 7)

**[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]**

Reference No. .... Bank Guarantee No. .... Dated .....On stamp paper of Rs.100/-)

In consideration of the .....[Insert name of the Bidder] (hereinafter referred to as 'Contractor') submitting the response to NIT NO ..... for "Engagement of Consultant for Preparation of Detailed Project Report (DPR) of Kulsu Multi Purpose Project in Assam, India", in response to the NIT dated..... issued by Assam Power Generation Corporation Ltd. (APGCL) considering such response to the NIT of .....[insert the name of the Contractor] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Contractor and issuing Letter of Award No ..... to (Insert Name of Contractor) as per terms of NIT and the same having been accepted by the Contractor. 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 3.9 of Section 6 and Clause 3.9 of Section 7 ] only, on behalf of M/s ..... [Insert name of the Contractor]. This guarantee shall be valid and binding on this Bank up to and including.....[insert date of validity in accordance with per Clause 3.9 of Section 6 and Clause 3.9 of Section 7 of this NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs.....(Rs. (Words) only). Our Guarantee shall remain in force until ..... [insert date of validity in accordance with per Clause 3.9 of Section 6 and Clause 3.9 of Section 7]. APGCL shall be entitled to invoke this Guarantee till..... until [Insert date which is 90 days after the date in the preceding sentence].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... [Insert name of the 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.

This 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 .....(Rs ..... only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if APGCL serves upon us a written claim or demand.

Signature -----

Name :

Power of Attorney No.-

For

-----  
[Insert Name of the Bank]-

Banker's Stamp and Full Address.

Dated this -- day of .....,20....

Witness:

1.....

Signature

Name and Address

2.....

Signature

Name and Address

Instructions For Furnishing Performance 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 the name of the issuing bank.
2. The Bank Guarantee by Bidder will be given from Nationalized Bank or Scheduled Bank of RBI only.
3. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to APGCL.
4. The full address along with the Telex/ Fax No. and email address of the issuing bank to be mentioned.

**Note:**

1. 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.

2. APGCL reserves its right to modify/replace the above format with prior intimation to the selected bidder before issue of work order/purchase order.

**Attachment -1: FORM OF DECLARATION OF ELIGIBILITY**  
(To be Notarized)

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

For and on behalf of the Firm

\_\_\_\_\_

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

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

For and on behalf of the Firm

\_\_\_\_\_

**Attachment-2: CHECK LIST OF BIDDER'S DOCUMENTS**

<b>Particulars</b>	<b>Supporting documents</b>
<ol style="list-style-type: none"> <li>1. Annual Turnover for the FY 2022-23, FY 2023-24 and FY 2024-25</li> <li>2. Certified copy from Chartered Accountant for Net Worth of bidder for FY 2022-23, FY 2023-24 and FY 2024-25</li> <li>3. PAN</li> <li>4. Active GST Registration certificate</li> <li>5. Registration certificate of firm (if any)</li> <li>6. List of similar works previously executed.</li> <li>7. ITR return for FY 2022-23, FY 2023-24 &amp; FY 2024-25</li> <li>8. Bank solvency certificate.</li> <li>9. Every page of the tender document to be duly signed manually and submitted by the bidder.</li> <li>10. OTHERS (Non-Blacklisting) in notarized form</li> </ol>	

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

## 1. SCOPE OF WORKS

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

- 1.1. The consultants shall visit the site and carry out the reconnaissance survey covering various aspects viz Topography, Geology and other requisite studies.
- 1.2. The consultant shall study various alternatives to the Reservoir, Intake arrangements and all other components of the project for finalization of concept and Project Layout.
- 1.3. The consultant shall prepare techno economically viable Detailed Project Report.
- 1.4. DPRs are to be prepared as per the latest guidelines of Central Electricity Authority and EAC of MoEF &CC.
- 1.5. The DPR is to be prepared and submitted in two parts: One including the hydro electric project and the second part should include the irrigation components. Components common to both hydro & irrigation shall be included in both the DPR parts.

In DPR, bidder will suggest list of approvals required from concern agencies involved as per their previous experience in or hydro project/multi purpose project. EIA/EMP study & approval not in scope of bidder.

### **Preparation of Detailed Project Report**

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

1. Preparation of Compendium Report including drawing volume as per CEA/CWC/GSI/CSMRS guidelines for submission of reports as per procedures laid down by CEA, obtaining approval of Layout of the project, Hydrology and Power potential studies from CEA/CWC.
2. Initial Site visit comprising of a team of experts and submission of detailed Inception report.
3. Study of all possible Alternative layout options as per CEA requirement with preliminary designs, drawings and their costs / Technical comparisons / Timelines / Ease of Construction/Material availability.
4. For all alternative layouts, choice of Alternative Civil Structures, H&M options, and E&M possibilities with their Cost/ Technical comparisons / Timelines / Availability of Precedence.
5. Review of all documents supplied by the Client and incorporation of the same in the Compendium report.
6. Investigation & Assessment of Site Geology, geophysical investigation with appropriate/site specific methods, geo physical mapping, interpretation and incorporation of data, preparation of geological maps and other details required for Geology chapter including finalization of drawings for Surface and Subsurface exploration / investigation plan including all necessary laboratory test. Based on geophysical investigation & mapping, targeted drilling/bore holes to be carried out by consultant.
7. Preliminary Assessment of Power Potential and Design flood, Land requirement for all alternatives.
8. Preparation of data for Survey Agency to take up Satellite based initial survey for above alternative sites.
9. Preparation of Bankable DPR (complete in all respects) as per as per latest CEA guidelines for discussions on financing of project with Lenders.
10. Bankers DPR will have all Volumes: (Volume-I: Main Report, Volume-II: Design, Volume-III: Drawings, Volume-IV: Cost Estimate). These will have chapters and drawings in the same format as required for Final DPR.
11. Attending and amending of the above reports based on the comments provided by the Owners / Owner's review Consultant and statutory authorities time to time

- including presentations and follow-up with all statutory associates till approval of Layout of the project, Hydrology and Power potential from CEA/CWC.
12. Providing chapters and inputs to EIA Consultant for preparation and approval for EIA/EMP studies from MoEF & CC.
  13. Support for Presentations to all statutory authorities, APGCL board management, Govt. of Assam, bankers or any authority where client is required to present the Compendium report or Bankers DPR during preparation or post preparation stage.
  14. Above scope also includes site visits 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 all such extra cost in its quoted price which shall be paid as per the provisions of the Contract.
  15. Obtaining Pre-DPR approvals from all Departments as per guidelines including CEA/CWC/GSI/CSMRS etc. to complete the requirement to obtain permission for final DPR submission.
  16. Chapter related to EIA/EMP be prepared from EIA/EMP report by the DPR Consultant.
  17. Preparation, Submission, Processing and Approval of Detailed Project Report (DPR) as per CEA/CWC/GSI/CSMRS guidelines till obtaining final Techno - Economic Clearance (TEC) including stage wise preparation/ Submission of reports as per procedures laid down by CEA for grant of TEC.
  18. Preparation of Data/drawings for carrying out Topographical Survey and Geological/Geophysical Investigation by the consultant, for the approved site.
  19. Checking Survey and Investigations results, required for DPR preparation and setting the project structures, Monitoring of exploration, interpretation of Surface & Sub-surface exploration data, laboratory reports, test results, borehole core-logs, ERT/SRT/other Geophysical methods/ other Surface & Sub surface investigation techniques deployed for project from Geological assessment requirement, incorporation of these data for studies of optimization of layout and preparation of complete Geological Chapter including drawings/studies etc. is in the scope of Consultant.
  20. Preparation of Geological Volume based on assessment & investigation of Site Geology, physical geological mapping, preparation of geological maps, incorporating total observations/geological data from Surface & Sub surface exploration and other details required for the completion of Geological Chapter. Consultant shall include all such cost in its quoted price including geological investigation consisting (but not limited to) Geophysical Surveys, Borehole Drilling and Logging, Field Permeability Tests, Geotechnical Testing, Hydrogeological Investigations, Remote Sensing etc.
  21. Consultant shall incorporate infrastructural facilities like access roads, Adits for approach to various components of the project during its construction and operation stage, construction power, residential and non-residential buildings, workshops, administration buildings, sewerage system, drainage arrangement, land requirement of the project, borrow area, dumping area, access to quarries etc. and will include the chapter including any additional facility that are required to be deployed for timely execution of the project.
  22. Preparation of data for CSMRS and testing to be carried out by designated Lab approved by APGCL. Checking the same for its correctness. Approval of Material chapter from CSMRS. Cost of such activities to be included in quoted price.
  23. Attending and amending of the above reports based on the comments provided by the Owners/Owner's review Consultant and statutory authorities time to time including presentations /following up with all statutory associates for grant of TEC and accord of final EC.
  24. Support for Presentations to all statutory authorities, board management, Bankers or any authority where client is required to present the DPR during preparation or post preparation stage.
  25. Review / Monitoring of Surface and Subsurface exploration /site investigation /exploration works, and other essential/ associated studies required for the completion of DPR.

26. Elaboration of Construction Program and equipment planning including Construction Methodology for all critical and main components.
  27. All drawings, prepared for DPR, shall be of the standard specification drawings required for tendering purpose. Drawings prepared should fulfil tendering drawing requirements too.
  28. Support for selection of suitable construction material sites and Review of Test reports for suitability thereof.
  29. 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.
  30. Updating of Bankers DPR, as per requirement.
  31. There may be involvement of HM and/or E&M Vendors during DPR preparation. The Consultant has to provide all necessary details to HM and/or E&M Vendors and work together, as per Client's requirement.
  32. Preparation of EM & HM design and Drawings and receiving approvals.
  33. Any other requirement related to DPR preparation and its approval, not covered above.
- 1.7. During preparation of DPR, 2 (two) nos. APGCL officials will be deputed at head office of the selected bidder (consultant) to examine and comprehend the preparation process of DPR as a part of technical knowledge exchange.
  - 1.8. All Drawings, reports, documents, calculations etc. are to be submitted to APGCL along with editable copy (i.e. in MS word, excel etc.), relevant software backup file and AUTOCAD files for drawings, as well as in PDF format.
  - 1.9. All software utilized for preparation of report(s) must be clearly mentioned and access allowed to APGCL designated personnel during simulation & preparation process of report. Preliminary introduction to relevant softwares and their uses to be given to APGCL personnel during their visit to consultant's office for verification and knowledge sharing purpose.

## **2. DELIVERABLES**

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

- Draft Detailed Project Report and
- Final Detailed Project Report.

**Note:** Available data with APGCL regarding the proposed project will be shared with the successful bidder for facilitating preparation of the DPR.

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

## **1. General Provisions**

### **1.1. Definitions**

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

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

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

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

### **1.3. Language**

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

**1.4. Notices**

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

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

**1.5. Authorized Representatives**

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

**1.6. Taxes and Duties**

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

**1.7. Fraud and Corruption**

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

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

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

**2.1. Effectiveness of Contract**

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

**2.2. Commencement of Services**

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

**2.3. Expiration of Contract**

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

**2.4. Modifications or Variations**

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

**2.5. Force Majeure**

**2.5.1. Definition**

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

**2.5.2. No Breach of Contract**

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

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

**2.5.3. Extension of Time**

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

**2.5.4. Payments**

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

**2.6. Suspension**

**2.6.1. By the Client**

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

**2.6.2. By the Consultant**

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

**2.7. Termination**

**2.7.1. By the Client**

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

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

### **2.7.2. By the Consultant**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Consultant agrees that, during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant, as well as any Subconsultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3. Prohibition of Conflicting Activities**

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

**3.3. Confidentiality**

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

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

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

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

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

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

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

**3.6. Reporting Obligations**

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

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

- a) All plans, drawings specifications, designs, reports, data, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon

- termination or expiration of this Contract. deliver all such documents to the Client, together with a detailed inventory thereof
- b) The Consultant may, however, retain a copy of such documents and software for record purpose only.

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

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

### **3.9. Performance Security**

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

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

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

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

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

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

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

**5. Obligations of the Client**

**5.1. Assistance and Exemptions**

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

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

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

**5.3. Services and Facilities**

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

**6. Payments to the Consultant**

**6.1. Lump-Sum Payment Part**

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

**6.2. Time Based Payment Part**

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

**6.3. Contract Price**

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

**6.4. Payment for Additional Services**

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

**6.5. Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SC are satisfied for such payment and the Consultant has submitted an invoice to the Client specifying the amount due.

**7. Good Faith**

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

## **8. Settlement of Disputes**

### **8.1. Amicable Settlement**

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

### **8.2. Arbitration**

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

In any arbitration proceeding hereunder:

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

## **9. Delay in Services**

If the Consultant fails to achieve the completion of service(s) within the time schedule stipulated in the terms of reference and in the opinion of Client the reasons for delay of such date(s) is solely attributable to the Consultant, the Client is entitled to levy liquidated damages for delay as specified in SCC.

**10. Contact Office**

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

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

Reference GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract										
1.3	The language is: English										
1.4	Name of the Client: Assam Power Generation Corporation Limited Address: Chief General Manager (H&C), APGCL, 2 <sup>nd</sup> Floor, Bijulee Bhawan, Paltan Bazaar, Guwahati-01 e-mail address: saurav.saikia@apgcl.org Copy to: aswini.choudhury@apgcl.org manashkr.gogoi@apgcl.org										
1.5	The Authorized Representatives are as specified above in Clause 1.4 or as specified by Client in writing from time to time.										
1.6	GST as applicable in India for the Consultancy Services shall be paid to the Consultant by the Client at the applicable rates during the currency of Contract. All other taxes, duties, fees, levies and impositions levied under the existing laws during the currency of Contract are to be included in the cost indicated in the financial proposal and they will not be separately reimbursed. The Client shall make deductions of such taxes as may be lawfully imposed.  Change in Applicable Taxes shall be dealt in accordance with GC Clause 5.2										
2.1	The Contract shall come into effect from the date the contract is signed.										
2.2	The date for the Commencement of Services is.  On the date, last among a) signing of Contract agreement, or b) issue of Notice to Proceed by the Client										
2.3	<b>Time schedule of contract:</b> The time shall be from the date of Commencement of Services up to submission of Final DPR details as per detailed scope of work. Break up of time schedule given below; <table border="1" data-bbox="456 1220 1383 1562"> <thead> <tr> <th data-bbox="456 1220 594 1297">S. No.</th> <th data-bbox="599 1220 1036 1297">SCOPE OF WORKS</th> <th data-bbox="1040 1220 1383 1297">Duration</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 1304 594 1409">4.</td> <td data-bbox="599 1304 1036 1409">Preparation of Draft Detailed Project Report</td> <td data-bbox="1040 1304 1383 1409">18 Months from issue of work order/ notice to proceed for DPR.</td> </tr> <tr> <td data-bbox="456 1415 594 1562">5.</td> <td data-bbox="599 1415 1036 1562">Final Detailed Project Report</td> <td data-bbox="1040 1415 1383 1562">30 days from Receipt of final Comments on draft DPR.</td> </tr> </tbody> </table>		S. No.	SCOPE OF WORKS	Duration	4.	Preparation of Draft Detailed Project Report	18 Months from issue of work order/ notice to proceed for DPR.	5.	Final Detailed Project Report	30 days from Receipt of final Comments on draft DPR.
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5.	Final Detailed Project Report	30 days from Receipt of final Comments on draft DPR.									
3.4	The risks and the coverage shall be as follows: a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988 for the period of consultancy. b) Third Party liability insurance, with a minimum coverage of Rs 500,000- (Rupees five lacs only); c) Professional liability insurance, with a minimum coverage equal to the total contract value for this consultancy for the period of consultancy.										

Reference GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract															
	<p>d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e) Insurance against loss of or damage to</p> <ul style="list-style-type: none"> <li>i) equipment purchased in whole or in part with funds provided under this Contract.</li> <li>ii) the Consultant's property used in the performance of the Services, and</li> <li>iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul> <p>f) Notwithstanding anything contained in the Contract, the Consultant's total aggregate liability under or in relation to the Contract (including any breach thereof) or the Services shall in no case exceed the amount of the total fee (exclusive of direct expenses) paid to the Consultant for the Services.</p> <p>g) In no event shall the Consultant have any liability under or in relation to the Contract (including any breach thereof) or Services for any indirect or consequential damages of any nature whatsoever such as but not limited to damages arising out of or pertaining to loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused. Furthermore, the Consultant has no liability for damages which are caused by reasons or circumstances not attributable to the Consultant or which are beyond the reasonable control of the Consultant.</p>															
<b>3.5 (c)</b>	The other actions are: N.A. (Not Applicable).															
<b>3.9</b>	The performance security bank guarantee shall be 10% of the Contract Price valid up to the end of time schedule mentioned above in clause 2.3 (SCC) plus 90 days.															
<b>5.3</b>	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>a) The data, studies, reports, etc. available with APGCL. APGCL shall suggest the suitable site for the project.</li> <li>b) All required assistance in obtaining data/ information from other sources.</li> <li>c) Assist in obtaining necessary permits/clearances for visit to project site.</li> </ul>															
<b>6.5</b>	<p>Payment Schedule:</p> <table border="1" data-bbox="459 1455 1385 1904"> <thead> <tr> <th data-bbox="459 1455 1182 1518">Milestones</th> <th data-bbox="1190 1455 1385 1518">% of Contract Value</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1524 1182 1587">1. Submission of Report on topography survey for project area</td> <td data-bbox="1190 1524 1385 1587">15%</td> </tr> <tr> <td data-bbox="459 1593 1182 1656">2. Submission of report on Geological &amp; Geotechnical Survey, Site Investigation</td> <td data-bbox="1190 1593 1385 1656">25%</td> </tr> <tr> <td data-bbox="459 1663 1182 1705">3. Pre DPR Chapters</td> <td data-bbox="1190 1663 1385 1705">10%</td> </tr> <tr> <td data-bbox="459 1711 1182 1774">4. Chapters on Construction Planning, BOQ and Cost Estimate</td> <td data-bbox="1190 1711 1385 1774">10%</td> </tr> <tr> <td data-bbox="459 1780 1182 1822">5. Upon submission of draft DPR</td> <td data-bbox="1190 1780 1385 1822">15%</td> </tr> <tr> <td data-bbox="459 1829 1182 1892">6. Upon submission of final DPR and approval by competent authority</td> <td data-bbox="1190 1829 1385 1892">25%</td> </tr> </tbody> </table>		Milestones	% of Contract Value	1. Submission of Report on topography survey for project area	15%	2. Submission of report on Geological & Geotechnical Survey, Site Investigation	25%	3. Pre DPR Chapters	10%	4. Chapters on Construction Planning, BOQ and Cost Estimate	10%	5. Upon submission of draft DPR	15%	6. Upon submission of final DPR and approval by competent authority	25%
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Reference GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>6.6 (New Clause)</b>	Payment shall be made within 50 days of receipt of the invoice and the relevant documents and acceptance of report submitted as per milestone mentioned in clause 6.5 SCC and within 60 days in the case of the final payment. The invoice/bill shall be submitted by the Consultant to the Chief General Manager (H&C), APGCL for regulating the payment. Every payment shall be made subject to the availability of fund.
<b>9</b>	<p>The amount of the liquidated damages and not as a penalty, the sum shown below for any calendar day in the types and proportions of currencies of the Contract Price shall be:</p> <p>The Client shall levy LD for delay @1% (One percent) per week or part thereof of the value of any deliverables/milestones. The maximum amount of compensation/delay damages payable by the Consultant shall not exceed 10% (Ten percent) of the total Contract Price. However, the payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.</p>
<b>10</b>	<p>The contact office for commencement and successful performance of services under the contract are:</p> <p>Name of the Client: Assam Power Generation Corporation Limited</p> <p>Address: Chief General Manager (H&amp;C), APGCL, 2<sup>nd</sup> Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01, Assam</p> <p>Attention: Chief General Manager (H&amp;C), APGCL e-mail address: saurav.saikia@apgcl.org Copy of all correspondences to be mailed: aswini.choudhury@apgcl.org manashkr.gogoi@apgcl.org</p>

## **SECTION 8: CONTRACT FORMS**

### FORMAT OF CONTRACT

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

For and on behalf of [name of Client]

\_\_\_\_\_

[Authorized Representative]

For and on behalf of [name of Consultant]

\_\_\_\_\_

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