Assam Electricity Grid Corporation Limited (AEGCL)

Request for Proposal

for

Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models

FUND: "Internal Source of AEGCL"

RFP Notification No: AEGCL/MD/Tech-13/Consultancy/PPP-Projects/2026/RFP, Date: 04.07.2026

Assam Electricity Grid Corporation Limited (AEGCL)
O/o The Managing Director,
Bijulee Bhawan (First Floor)
Paltan Bazar, Guwahati 781001, Assam
Phone: 0361-2739520
Website: www.aegcl.co.in

Assam Electricity Grid Corporation Limited (AEGCL)

Address of the Authority: Chief General Manager (PP&D)
O/o The Managing Director, Bijulee Bhawan (First Floor)
Paltan Bazar, Guwahati 781001, Assam, Phone: 0361-2739520
Website: www.aegcl.co.in | Email: cgm.ppd@aegcl.co.in

DISCLAIMER

1. The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of ***Chief General Manager (PP&D), AEGCL*** (hereafter referred to as "**Authority**") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

2. This RFP document is not an agreement and is not an offer or invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders or any other person with information that may be useful to them in the formulation of their Bid (Technical and financial) pursuant to this RFP ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to this Project. This Tender document does not purport to contain all the information each prospective Bidder may require.

3. This Tender document may not be appropriate for all persons, and it is not possible for the Authority and their employees or advisors to consider the objectives, technical expertise, investment objectives, financial situation and particular needs of each prospective Bidder who reads or uses this RFP document. The assumptions, assessments, statements, and information contained in the RFP document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules,

or regulations as to the accuracy, adequacy, correctness, reliability, or completeness of the RFP document.

4. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

5. Authority will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of Authority or their employees, any consultants or otherwise arising in any way from the selection process for the Project. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP document.

6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

7. Authority will not be responsible for any delay in receiving the Bids. The issue of this RFP document does not imply that the Authority is bound to select Bidder or to appoint the selected Bidder or Agency, as the case may be, for the Project and

the Authority reserves the right to accept/reject all or any of the Bidders or Bids submitted in response to this RFP document at any stage without assigning any reason whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

8. Authority reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the tender document / amended Tender document will be made available on the **website of Authority**.

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

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

11. Laws of the Republic of India are applicable to this Document. All disputes shall be subject to the jurisdiction of courts at Guwahati, Assam.

12. This Document is being issued in accordance with the General Financial Rules (GFR) 2017, CVC guidelines, and applicable procurement norms of the Government of Assam.
13. Any condition not included herewith will be applicable as per the "GENERAL CONDITIONS OF SUPPLY AND ERECTION-2009" OF AEGCL and can be downloaded from www.aegcl.co.in . For General Conditions of Supply and Erection, 2009 of AEGCL, the website link is given below: https://www.aegcl.co.in/rules-regulations/

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INTERPRETATION

Save where the context otherwise requires in this RFP / Contract Agreement:

- The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

- In this RFP, words importing the singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

- The term “including” means “including without limitation,” and will not be given a restrictive meaning because that word is followed by particular examples intended to fall within the meaning of the general words, and the terms “include,” “includes” and “included” have similar meanings.

- The term “will” have the same meaning as “shall.”

- The terms “Tender” have the same meaning as “RFP” used interchangeably

- A decision which is in the ***Chief General Manager (PP&D), AEGCL*** “sole discretion” is deemed to be in the ***Chief General Manager (PP&D), AEGCL*** sole and absolute discretion.

- No rule of contractual interpretation to the effect that any ambiguity is to be resolved against the ***Chief General Manager (PP&D), AEGCL*** will be applicable in the interpretation of these RFP Rules.

- References to any law shall include such law as from time to time enacted, amended, supplemented, or re-enacted.

- References to this Agreement or any other agreement, deed, instrument, or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument, or document as the same may from time to time be amended, varied, supplemented, or innovated and;

- The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

- A reference to any gender includes the other gender;
- Any reference to a person shall include such person's successors and assignees;
- A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;
- Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article or Section thereof;
- In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail;
- Where there is a discrepancy between an amount in figures and in words, the amount in words shall prevail;
- A term "Property" includes all the built-up assets like Households, Commercial establishments, Government institutions, PSUs, and any other buildings;
- A term "Immovable Assets" includes Households, Commercial establishments, Government institutions, PSUs, any other buildings, vacant land parcels, open spaces, parks, etc.;

- A term "Agency" refers to the Successful Bidder / Selected Consultant / Service Provider appointed through this RFP process;

- A term "Client" refers to the ***Assam Electricity Grid Corporation Limited (AEGCL)***, on whose behalf ***Chief General Manager (PP&D), AEGCL*** is issuing this RFP;

- A term "Authority" refers to ***Chief General Manager (PP&D), AEGCL***, the procuring/implementing agency acting on behalf of the Client.

SECTION - I: NOTICE INVITING TENDER

Assam Electricity Grid Corporation Limited (AEGCL)

Address of the Authority: Chief General Manager (PP&D)
O/o The Managing Director, Bijulee Bhawan (First Floor)
Paltan Bazar, Guwahati 781001, Assam, Phone: 0361-2739520
Website: www.aegcl.co.in | Email: cgm.ppd@aegcl.co.in

NOTICE INVITING

1. Introduction

Chief General Manager (PP&D), AEGCL invites Bids / Proposals from reputed and eligible Agency(s)/ Firm(s) in two stage systems (Stage – I: Technical Bid and Stage – II: Financial Bid) for **"Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models**".
*(*Technical Bid and Financial Bid must be placed in separate, sealed envelopes before being packed into the master outer envelope.)

2. Critical Date Sheet

(a) Interested parties may download the RFP document available at the site www.aegcl.co.in

(b) Some important dates/Critical Date Sheet for this tender process are as follows: -

Sl. No	Description	Details
1.	Name of the work	Request for Proposal for Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models
2.	Bid Security	Rs. 5,00,000.00 (INR Five Lakhs only)
3.	Bid validity	180 days from the Bid Due Date
4.	Document download start date	04/07/2026 from 09:00AM

Sl. No	Description	Details
5.	Bid Submission Last Date. (The tenders should reach/ be submitted in the office of the Managing Director, AEGCL, 1st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001)	17/07/2026, by 01:00 PM
6.	Technical Bid Opening date	18/07/2026, at 02:00 PM

3. Brief Scope of the Work

Authority intends to appoint an Agency for providing **Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models**

The Authority will enter into a **Contract Agreement** with the Selected Bidder, selected in accordance with this RFP. The **Contract Agreement** will be in the format specified at **Schedule -II**

The detailed Terms of Reference (ToR) shall be as described in **Schedule-I: Terms of Reference** of this RFP document.

4. Method of Selection

The method of selection is QCBS 80:20. 80 % weightage shall be given to Technical Proposal, and 20% weightage shall be given to financial proposal. Bidder Scoring highest score shall be the Selected Bidder.

5. Authority reserves the right to accept or reject any or all Bids without assigning any reason thereof, and no correspondence shall be entertained in this regard.

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

1.1 Background

Assam Electricity Grid Corporation Limited (AEGCL), the State Transmission Utility (STU) of Assam, is responsible for planning, development, operation and maintenance of the intra-state transmission network in Assam. In view of the growing demand for reliable power evacuation infrastructure, integration of renewable energy, and strengthening of the state transmission system, AEGCL proposes to develop strategic transmission projects through innovative financing mechanisms including Public Private Partnership (PPP), Viability Gap Funding (VGF), Tariff-Based Competitive Bidding (TBCB), and other suitable project delivery models.

AEGCL intends to engage a Transaction Advisor to undertake technical, financial, legal, regulatory and bid process management activities for identification, structuring, procurement and implementation of transmission infrastructure projects.

1.1.1 In pursuance of the above, the ***Chief General Manager (PP&D), AEGCL*** (hereinafter called as the **'Authority'**) has decided to carry out the process to engage the services of a professional consultancy agency (hereinafter called as the **'Consultant'**) **for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models**. The Consultant shall perform the activities in accordance with the Terms of Reference specified in Schedule-I (the "TOR")

1.2 Request for Proposals

The Authority invites proposals (the 'Proposals') for selection of consultant to provide **Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models** in conformity with the TOR (collectively the "Consultancy"). The Authority intends to select the Consultant through a **limited competitive bidding process restricted to Transaction Advisors empanelled by the Department of Economic Affairs (DEA), Ministry of Finance, Government of India** in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Bidders are encouraged to inform themselves fully about the assignment and the local conditions.

1.4 Sale of RFP Document

The Request for Proposal (RFP) document may be downloaded free of cost from the AEGCL website www.aegcl.co.in .

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, both the technical and financial proposal shall be submitted sealed evolved offline only. The selection will be done through QCBS (Quality and Cost Based Selection) process. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder (the "**Selected Bidder**") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sl. No	Description	Details
1.	Name of the work	**Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models**
2.	Bid Security	Rs. 5,00,000.00 (INR Five Lakhs only)
3.	Bid validity	180 days from the Bid Due Date
4.	Document download start date	04/07/2026 from 09:00 AM
5.	Bid Submission Last Date	17/07/2026, by 01:00 PM
6.	Technical Bid Opening date	18/07/2026, at 02:00 PM
7.	Execution of Agreement	Within 21 days from issue of LOA

1.9 Joint venture / sub-contracting

No Joint venture is permitted for the assignment, However, the Consultant may sub-contract certain part of the Consultancy with the approval of the Authority.

1.10 Bidder shall bear all costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.11 Authority is not bound to accept any Bid and reserves the right to annul the Bidding / selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

1.12 Bidders would be required to furnish all the information specified in this RFP. Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to visit the site and familiarize themselves with the Project.

1.13 Bidders are advised that the selection of Consultant shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

1.14 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Selected Bidder shall be required to enter into an agreement with the Authority.

2. ELIGIBILITY OF THE BIDDER

2.1 Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for technical evaluation.

2.1.1 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

A. Technical Eligibility Criteria

(i) The Applicant shall be registered company incorporated under Companies Act, 1956/2013 or LLP incorporated under the Limited Liability Partnership Act, 2008 or under equivalent international law in any other country. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal.

(ii) The Bidder must have experience of over 10 years in the following areas:

1. Experience of working in a PPP Cell of any State Government/ Central Government/Public Sector Undertaking (PSU), or their agencies. (***minimum of 1 project***)

2. Experience of completed PPP transaction advisory up to signing of concession agreement for any State Government/Central Government/Public Sector Undertakings (PSUs), or their agencies in last 10 years from the date of submission of bid. (***minimum of 1 project***)

3. Experience of PPP transactions involving obtaining in-principle/final approval for Viability Gap Funding (VGF) from DEA/NITI Aayog/Central govt. or their agencies. (***minimum of 1 project***)

B. Financial Capacity:

(i) The Applicant shall have received a minimum of **Rs. 200 (two hundred)** crore per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients but shall exclude audit and legal services.

(ii) The Bidder should have a positive net worth in last 3 financial year (2022-23, 2023-24 & 2024-25)

C. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.

D. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sl. No.	Position	Min. Qualification	Min. Experience
1	Team Leader / Project Director	Post Graduate in Electrical Engineering / Power Management / Finance / Economics	Minimum 8 years of experience in managing /supervising TA Projects and shall have the experience of managing at least 5 bankable projects in the power/infrastructure sector.
2	Technical Expert	B.Tech / M.Tech in Electrical Engineering or Equivalent	**Minimum 8 years** working on PPP/TBCB/EPC Power transmission lines or substation design projects with at least 2 (Two) bankable projects during the last 10 years
3	Finance cum PPP Expert	MBA Finance/MBA / CA / CFA	Minimum 5 years of experience in developing financial models and conducting financial assessments of projects

Sl. No.	Position	Min. Qualification	Min. Experience
			related to PPP/ Power infrastructure projects with at least 2 (Two) bankable projects during the last 10 years
4	Procurement Expert (PPP / TBCB)	MBA / Master's Degree or Equivalent	8 years of experience with minimum 3 projects experience on PPP / power infrastructure / legal advisory; familiarity with concession agreements.

Note: Key Personnel shall be dedicated to this assignment for the durations specified. Substitution of Key Personnel is not permitted without prior written approval from the ***Chief General Manager (PP&D), AEGCL***. In case of approved substitution, the replacement personnel must have equivalent or superior qualifications and experience.

2.1.2 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.1.3 The Bidder should submit a **Power of Attorney as per the format at Form-4 of Appendix-I**; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.

2.1.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.1.5 Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.1.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.2 Conflict of Interest

2.2.1 Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.2.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the **Guidance Note at Schedule-3**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Applicant is also a constituent of another Applicant; or

iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. a firm hired to provide consulting services for this Consultancy, and its Members or Associates, will be disqualified from subsequently providing goods or works or services resulting from the same Consultancy;

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4 An Applicant eventually appointed to provide Consultancy hereunder, and its Associates, shall be disqualified from subsequently providing goods or works or services related to projects and assets identified under the Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 6 (six) months from the date of submission of Detailed project Report or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.5 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.6 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Verification of information

Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the availability of data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.8 Acknowledgement by Applicant

2.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:

(a) made a complete and careful examination of the RFP;
(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.7 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.10 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement
Annex-1: Terms of Reference
Annex-2: Cost of Services
Annex-3: Payment Schedule
Annex-4: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

Appendices
Appendix-I: Technical Proposal
Form-1: Letter of Proposal
Form-2: Particulars of the Applicant
Form-3: Statement of Legal Capacity
Form-4: Power of Attorney
Form-5: Financial Capacity of Applicant
Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan
Form-8: Abstract of Eligible Assignments of Applicant
Form-9: Abstract of Eligible Assignments of Key Personnel
Form-10: Eligible Assignments of Applicant
Form-11: Curriculum Vitae (CV) of Key Personnel

Appendix–II: Financial Proposal
Form-1: Covering Letter
Form-2: Financial Proposal

2.11 Clarifications

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by e-mail so as to reach before the date mentioned in the Schedule of **Selection Process at Clause 1.8.** The subject of the email shall clearly bear the following identification:

" **Queries for RFP for Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models"**

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Authority will post the reply to all such queries on the Official Website only without identifying the source of queries.

2.11.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 2.11** shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.12 Amendment of RFP

2.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.12.2 The revised RFP with the amendments will be binding on all Applicants.

2.12.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

2.13 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.14 Format and signing of Proposal

2.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.14.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or
(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
(c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in **Appendix-I (Form-4)** shall accompany the Proposal. Power of Attorney in original to be submitted in accordance with Clause 2.16.8.

2.14.3 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.15 Technical Proposal

2.15.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) The Bid Security is provided;
(b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
(c) Power of Attorney, if applicable, is executed as per Applicable Laws;
(d) CVs of all Professional Personnel have been included;
(e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.1 (D) of the RFP;
(f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
(g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
(h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
(i) Professional Personnel proposed have good working knowledge of English language;

(j) Key Personnel would be available for the period indicated in the TOR;

(k) no Key Personnel should have attained the age of 65 (sixty five) years at the time of submitting the proposal; and

(l) the proposal is responsive in terms of Clause 2.22.3.

2.15.3 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.

2.15.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Consultancy is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.15.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in **Clause 2.1.1 (D)** shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at **Form-11 of Appendix-I.**

2.15.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.15.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.16 Financial Proposal

2.16.1 Applicants shall submit the financial proposal in the formats at **Appendix-II** (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item **C of Form-2 of Appendix-II**) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, surveys etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

iii. Costs shall be expressed in INR.

iv. The cost shall also be inclusive of 2 (two) resources to be deployed for the entire duration of the Contract.

v. No Travelling Allowance (TA) or Dearness Allowance (DA) shall be payable by the Authority for attending meetings, presentations, or any other activities under this assignment, unless specifically approved by the Authority. In such cases, TA/DA, if admissible, shall be governed by the applicable Government of Assam (GoAP) rules.

2.17 Submission of Proposal (in case online)

2.17.1 The Applicants shall submit the Proposal on the Official Website, duly signed in digital form by the authorised signatory of the Applicant, no later than the date and time specified as the **Proposal Due Date as specified in Clause 2.18.1**, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in pdf/digital format. The documents submitted in the Proposal should be scanned in at least 100 dpi with black and white option. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP.

2.17.2 The proposal is to be submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Applicant and the version uploaded by the Authority, the latter shall prevail.

2.17.3 The Proposal will contain a 'Technical Proposal' and a 'Financial Proposal'. The 'Technical Proposal' shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents. The 'Financial Proposal' shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

2.17.4 The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.17.5 Proposals submitted by fax, telex, telegram, special messenger, or e-mail shall not be entertained and shall be rejected.

2.17.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.17.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Deliverables and discharge of all obligations of the Consultant under the Agreement.

2.17.8 The Applicant shall also submit the Bid Security and Power of Attorney as specified in Clause 2.20.1 and Clause 2.2.4 respectively, in original to the person at the address specified hereunder in a sealed envelope on or before the Proposal Due Date.

The envelope shall be addressed to:

Designation: ***Chief General Manager (PP&D)***
Address: **O/o The Managing Director, Bijulee Bhawan (First Floor)**
Paltan Bazar, Guwahati 781001, Assam

The envelope shall clearly bear the following identification: RFP Notice No. AEGCL/MD/Tech-13/Consultancy/PPP-Projects/2026/RFP Dated 04.07.2026 for **Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models**

2.18 Proposal Due Date

2.18.1 Proposal should be submitted at or before 13:00 hrs on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFP.

2.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.19 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 5,00,000.00 (INR Five Lakhs only) in the form of a Bank Guarantee issued by one of the Nationalised/Scheduled Banks in India in the favour of the ***Managing Director, (AEGCL)*** (the "Bid Security"), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof. A copy of the Bank Guarantee should be uploaded as a part of Technical proposal. Bank Guarantee in original to be submitted in accordance with Clause 2.16.8.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant submits a non-responsive Proposal;

(b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

(d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;

(e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or

(f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

(a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1130 hours on the date specified in Clause 1.8 for Opening of Proposals, at the place specified in Clause 1.10.4 and in the presence of the Applicants who choose to attend. The "Technical Proposal" shall be opened first. The "Financial Proposal" of the Applicants shortlisted in the Technical Proposal shall be opened at a later date.

2.22.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal received offline (sealed proposals) is in the form specified at Appendix-I;

(b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

(c) a copy of the Bid Security deposit receipt as specified in Clause 2.20.1 is submitted.

(d) it is signed and submitted in accordance with Clauses 2.13 and 2.16;

(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4 in accordance with Clause 2.16;

(f) it contains all the information (complete in all respects) as requested in the RFP;

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

2.22.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services on the Consultancy within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2.32 Single Bid

In the event that only one bid is received / qualified in response to this RFP, the Authority reserves the right to consider, evaluate, and accept such a bid at the discretion of the Managing Director, in accordance with CVC guidelines No. F.1/1/2021-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, dated 29.10.2021 and applicable context.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Financial Expert, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Sl. No	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Bidder	**30**	
2.	Proposed Methodology and Work Plan	**20**	Technical approach and methodology Presentation on understanding of Project context, Appreciation of Project,

Sl. No	Parameter	Maximum Marks	Criteria
			Experience with large-scale multi-sectoral projects related to eligible assignments
3.	Relevant Experience of the Key Personnel	**50**	i) 50% of the maximum marks for each Key Personnel shall be awarded for right qualification; ii) 50% of the maximum marks shall be awarded for work done for any of the Eligible Assignments;
3 (a)	Team Leader / Project Director	15	
3 (b)	Technical Expert	15	
3 (c)	Finance cum PPP Expert	10	
3 (d)	Procurement Expert (PPP / TBCB)	10	
	Total	**100**	

3.1.4 Eligible Assignments for the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

1. Experience of working in a PPP Cell of any State Government/ Central Government/Public Sector Undertaking (PSU), or their agencies. **(minimum of 1 project)**
   Eligible Projects Experience shall have PPP Cell operational for at least one year in last 10 years from the date of submission of bid. 5 marks for each eligible project, subject to a maximum of 10 marks.
2. Experience of completed PPP transaction advisory up to signing of concession agreement for any State Government/Central Government/Public Sector Undertakings (PSUs), or their agencies in last 10 years from the date of submission of bid. **(minimum of 1 project)**
   2 marks for each eligible project, subject to a maximum of 10 marks. (For Establishing the experience Work Orders / Work Completion Certificates required)
3. Experience of PPP transactions involving obtaining in-principle/final approval for Viability Gap Funding (VGF) from DEA/NITI Aayog/Central govt. or their agencies. **(minimum of 1 project)**
   2 marks for each eligible project, subject to a maximum of 10 marks. (For Establishing the experience Work Orders / Work Completion Certificates required and supporting document demonstrating the

requirement of involving obtaining/appraising for in-principle/final approval for Viability Gap Funding).

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

SF = 100 x FM/F (F = amount of Financial Proposal)

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S = ST x Tw + SF x Fw Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Consultancy;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder.

5.5 Applicants are required to treat all such documents and information as strictly confidential.

5.6 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE–1 (See Clause 1.1.3)

Terms of Reference (ToR)

for

Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models

Terms of Reference (TOR)

1. General

Assam Electricity Grid Corporation Limited (AEGCL) is the State Transmission Utility (STU) of Assam responsible for planning, development, operation and maintenance of the intra-state transmission network.

To meet the increasing demand for reliable power evacuation infrastructure, integration of renewable energy, industrial load growth and regional power exchange requirements, AEGCL proposes to develop transmission projects through innovative financing mechanisms including:

- Public Private Partnership (PPP)
- Viability Gap Funding (VGF)
- Tariff Based Competitive Bidding (TBCB)
- Hybrid Annuity/BOOT Structures
- Asset Monetization Models

AEGCL intends to appoint a Transaction Advisor (TA) for identification, structuring, procurement and implementation support of such projects.

2. Projects Covered under the Assignment

The assignment shall primarily cover the following three projects:

Sl. No.	Project Name	Sponsoring Authority	Sector	Location
1	Establishment of Transmission Infrastructure for Evacuation of 3200 MW Thermal Power from Upcoming Generating Stations in Assam (Part-1: Rangia & 400 kV Agia Section)	AEGCL	Power	Rangia District of Assam
2	Establishment of Transmission Infrastructure for Evacuation of 3200 MW Thermal Power from Upcoming Generating Stations in Assam (Part-2: 400 kV Agia-Sonapur Section)	AEGCL	Power	Goalpara / Kamrup District of Assam

3	Establishment of 400/132 kV Umrangshu GSS and two numbers of 400 kV Bay Extension at Mirza GSS for Evacuation of Power from PSP Projects at Moti Hojai and West Karbi Anglong	AEGCL	Power	Dima Hasao District of Assam

The Authority may, at its discretion, include allied transmission elements, associated bays, interconnection facilities, augmentation works, communication systems, protection systems or other related works required for proper development and implementation of the above projects.

3. Need for Transaction Advisor / Technical Assistance

The proposed projects are capital-intensive and strategically important for evacuation of large-scale thermal power, evacuation from pumped storage projects, strengthening of the transmission system and ensuring reliable power supply in Assam. Considering the scale of investment involved, AEGCL intends to examine suitable implementation structures including PPP, VGF, TBCB, EPC, hybrid financing, co-investment or other private sector participation models.

The successful implementation of these projects requires specialized expertise in technical project appraisal, and evacuation planning, DPR review/preparation, cost benchmarking, financial modelling, VGF assessment, risk allocation, regulatory treatment, bid process management and preparation of bankable project documents.

4. Objective of the Assignment

The objective of the assignment is to assist AEGCL in developing the identified transmission infrastructure projects as technically sound, financially viable, bankable and implementable projects under suitable financing and procurement structures.

The Transaction Advisor shall support AEGCL in:

- technical assessment and project validation;
- review/preparation of DPRs and project reports;
- evacuation and system strengthening assessment;
- cost validation and benchmarking;
- financial modelling and viability gap assessment;

- evaluation of PPP / VGF / TBCB / EPC / Hybrid Financing options;
- preparation of proposals for approval from Government / statutory authorities;
- preparation of bid documents and transaction structure;
- assistance during bid process, evaluation, award and financial closure.

5. Scope of Services

i. Inception and Data Collection

The Transaction Advisor shall conduct an inception meeting with AEGCL and prepare a detailed work plan. The Advisor shall collect and review all available project-related data, including project concept notes, DPRs, feasibility reports, cost estimates, existing and proposed transmission network details, generation evacuation requirements, SLDC load data, substation and transmission line details, proposed route alignments, land / RoW information, grid connectivity details, regulatory and approval status and relevant correspondence with stakeholders.

ii. Technical Appraisal of the Three Projects

The Advisor shall carry out detailed technical appraisal of each project, including necessity and justification, adequacy of voltage level and transformation capacity, evacuation requirement for 3200 MW thermal power, evacuation requirement from PSP projects at Moti Hojai and West Karbi Anglong, requirement of 400 kV Agia, Sonapur, Rangia, Umrangshu and Mirza-related infrastructure, associated bays, line-in-line-out arrangements, bus configuration, interconnection arrangement, system reliability, N-1 contingency, reactive power compensation, protection, communication, SCADA requirements, phasing and commissioning sequence.

iii. DPR Review / Preparation

The Advisor shall review existing DPRs or prepare DPRs/project reports for each project, as directed by AEGCL. Each DPR/project report shall include project background and need, project scope and technical configuration, system studies and justification, major equipment details, transmission line route details, substation layout and bay arrangement, land and RoW requirement, environmental and social impact screening, implementation schedule, cost estimate, statutory/regulatory approvals required, project benefits and risk mitigation plan.

iv. Cost Estimation and Benchmarking

The Advisor shall validate the capital cost of the three projects based on prevailing market rates, CEA norms, AEGCL / POWERGRID / industry benchmarks, recent awarded rates and applicable taxes/duties. The validation shall cover line cost, tower, conductor, insulator, hardware, substation civil works, transformers/ICTs, GIS/AIS equipment, bays, control, protection, metering, communication system, SCADA, PLCC/OPGW, land, forest, crop and RoW compensation, IDC, contingencies, establishment overheads, taxes and duties.

v. Financial Viability and VGF (or other PPP) Assessment

The Advisor shall prepare project-wise financial models to assess viability under different financing structures. The analysis shall include capital cost and phasing, debt-equity assumptions, cost of debt, return on equity, O&M expenses, depreciation, interest during construction, tariff / transmission charge computation, cash flow analysis, project IRR, equity IRR, DSCR, VGF requirement and sensitivity analysis for cost escalation, delay, interest rate, demand and revenue risk.

vi. Structuring of Implementation Model

For each project, the Advisor shall examine and recommend the most suitable implementation model, including EPC through AEGCL funding, PPP with VGF support, TBCB, BOOT / DBFOT / DBFOM, hybrid annuity model, deferred payment model, co-investment model or any other structure suitable for AEGCL and the Government of Assam. The Advisor shall prepare a comparative assessment based on technical suitability, financial viability, implementation timeline, regulatory acceptability, bankability, risk allocation and value for money.

vii. Risk Allocation and Mitigation

The Advisor shall prepare a detailed risk matrix for each project covering land acquisition risk, RoW risk, forest and environmental clearance risk, geological and terrain risk particularly for Dima Hasao / Umrangshu area, project cost overrun risk, time overrun risk, regulatory approval risk, financing risk, construction risk, grid availability risk, O&M risk, force majeure risk and payment security risk. The matrix shall indicate proposed risk owner, risk mitigation measure and contractual treatment.

viii. Regulatory and Statutory Approval Support

The Advisor shall assist AEGCL in preparing documents and notes required for approval from Government of Assam, Assam Electricity Regulatory Commission, Central Electricity Regulatory Commission, Central Electricity Authority, Ministry of Power, Department of Economic Affairs, NITI Aayog where VGF (or other PPP) is proposed, forest / revenue / environment authorities and any other statutory or regulatory authority. The Advisor shall prepare project justification notes, regulatory notes, VGF (or other PPP) proposal, cost reasonableness certificate inputs, tariff impact analysis, reply to observations and presentations required for approval.

ix. Bid Process and Procurement Support

The Advisor shall assist AEGCL in preparing or reviewing RFQ/RFP documents, qualification criteria, technical specifications, concession agreement / transmission service agreement / implementation agreement, payment security mechanism, bid evaluation methodology, draft letter of award, performance security provisions, project-specific technical schedules and construction and O&M performance standards. The Advisor shall also support AEGCL during pre-bid meetings, issue of clarifications, technical evaluation, financial bid evaluation, preparation of bid evaluation report, negotiation, award and contract finalization.

x. Stakeholder Consultation

The Advisor shall participate in consultations with AEGCL departments, APDCL, SLDC, Government of Assam, CEA / MoP, AERC, CERC, DEA, NITI Aayog, project developers / generators, financial institutions / lenders, district administration and other agencies, as required. The Advisor shall prepare agenda notes, presentations, minutes of meetings and action-taken reports

6. **Deliverables**

6.1 In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "Deliverables") during the course of this Assignment/Consultancy. Each Deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices.

Note: The CGM (PP&D), AEGCL shall give final approval to the submitted report. After approval, the consultancy shall submit the report(s) to this office as follows: Hard copies: 6 nos. of approved hard copies soft copies: 6 nos. in USB drives.

6.2 The deliverables and timeline shall include

The indicative deliverables and timelines are provided below:

Sl. No.	Deliverable	Timeline from Date of Commencement
1	Inception Report including methodology, data requirement, project-wise work plan and stakeholder consultation plan	2 weeks
2	Data Review and Preliminary Project Assessment Report for all three projects	4 weeks
3	Technical Appraisal and Evacuation Assessment Report	8 weeks
4	Draft DPR / DPR Review Report for each project	10 weeks
5	Cost Validation and Benchmarking Report	12 weeks
6	Financial Model and Viability / VGF (or other PPP) Assessment Report	14 weeks
7	Project Structuring Report recommending suitable PPP / VGF / TBCB / EPC / Hybrid model	16 weeks
8	Risk Allocation Matrix and Regulatory Approval Support Documents	18 weeks

9	Draft Bid Documents / Technical Schedules / Transaction Documents	20 weeks
10	Final Transaction Advisory Report incorporating comments of AEGCL	24 weeks
11	Bid process, approval and financial closure support	Up to completion of assignment or as directed by AEGCL

6.3 Payment Schedule:

Milestone	Payment
Acceptance of Inception Report	10%
Acceptance of Data Review and Preliminary Project Assessment Report	10%
Acceptance of Technical Appraisal and Evacuation Report	10%
Acceptance of Draft DPR / DPR Review Report	10%
Acceptance of Cost Validation and Financial Model / VGF Assessment Report	20%
Acceptance of Project Structuring and Risk Allocation Report	15%
Acceptance of Draft Bid Documents / Transaction Documents	15%
Acceptance of Final Transaction Advisory Report	5%
Completion of bid process / approval / financial closure support	5%
Total	**100%**

6.4 The Consultant shall first submit the draft report, followed by presentation(s) to the Authority on the details of the draft report. Subsequent to the presentation(s) and in view of the inputs and comments received from the Authority, the Consultant shall revise the draft report and submit the final Report. The Consultant shall also make a presentation on the said final report, if requested by the Authority.

6.5 Payment will be released within fifteen (15) working days from the date of formal written acceptance/approval of each deliverable by the ***Chief General Manager (PP&D), AEGCL***.

6.6 All invoices shall be submitted in triplicate along with a deliverable acceptance certificate signed by the designated (*Name of the Authority*) Nodal officer.

6.7 Applicable taxes (GST and any other statutory deductions) shall be deducted at source as per prevailing regulations. The fee quoted by the Agency shall be exclusive of GST.

7. Duration of the Assignment

1.1 The total duration for the Consultancy shall be 06 (six) months. The same may be extended on mutual consent.

1.2 In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be terminated. Upon such termination, the Consultant shall be entitled to a payment of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise.

8. Meeting and stakeholders discussion

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office including the presentation(s) mentioned in paragraph 4 above.

9. Documents to be made available by the Authority

Available data required by the Consultant will be provided by the Authority on request.

10. Completion of Services

9.1 All the deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft and hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 06 (six) months from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

Agreement

for

Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models

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AGREEMENT

Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models

This AGREEMENT (hereinafter called the "**Agreement**") is made on the ………………… day of the month of ………… 20…, between, on the one hand, the [Governor of ***** acting through ……………………….] (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ………………………………… (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

A. The Authority vide its Request for Proposal for **Selection of Transaction Advisor for Development of Power Transmission Infrastructure Projects in Assam under PPP / VGF / Hybrid Financing Models** (hereinafter called the "Consultancy");
B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ……………… (the "LOA"); and
D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

a. "**Agreement**" means this Agreement, together with all the Annexes;
b. "**Agreement Value**" shall have the meaning set forth in Clause 6.1.1;
c. "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
d. "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
e. **Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
f. **"Dispute"** shall have the meaning set forth in Clause 9.2.1;
g. **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
h. **"Government"** means the Government of Assam;
i. **"INR, Re. or Rs."** means Indian Rupees.
j. **"Member"**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **"Members"** means all of these entities;
k. **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;
l. **"Personnel"** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
m. **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
n. **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
o. **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;
(b) Annexes of Agreement;
(c) RFP; and
(d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

a. be given by e-mail
b. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
....
....
Tel: ....

Mobile: ....
Email: ....

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:
Name and Address
Tel: ....
Mobile: ....
Email: ....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services.

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood 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, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing.

b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof.

d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading.

f. 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 60 (sixty) days; or

g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 **By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

c. 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 60 (sixty) days; or

d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 **Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 **Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 **Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority) of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination.

2.9.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 **Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement. or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 **Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the projects and assets identified under this Project Report

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any projects resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or

c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 **Consultant not to benefit from commissions, discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and agents of Personnel, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"**).** Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Consultancy;

b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Consultancy, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

i. was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant and the Personnel;

ii. was obtained from a third party with no known duty to maintain its confidentiality

iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) time the Agreement Value.

3.5 Insurance to be taken out by the Consultant.

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 1 (one) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(c) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority.

3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.10 Providing access to Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided reasonable access to all Personnel during office hours. The authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the authority against any inaccuracy in its work which might surface during implementation of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 1.5% (one and half per cent) of the Agreement Value. In case of a second substitution, such reduction shall be equal to 3% (three per cent) of the Agreement Value.

For the purpose of this Clause 4.2, the term Key Personnel shall exclude the Team Members.

4.3 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

(a) provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-2 of the Agreement (the "**Agreement Value**")**.**

6.1.2 Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the Agreement Value.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

(c) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Consultant shall, for the performance of its obligations hereunder, provide to the Authority no later than 21 (twenty one) days from the Effective Date, an irrevocable and unconditional Bank Guarantee for a sum equivalent to 10% (ten per cent) of the Agreement Value in the form set forth in Annex-4 of this Agreement. The Performance Security shall remain in force and effect for a period of 60 (sixty) days after the delivery of the final deliverable to the Authority, upon which the Authority shall forthwith release the Performance Security without interest.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (five per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary, and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, hall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023 (the "**Rules**"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.

9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of Consultant:	For and on behalf of Authority
(Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2
Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-3
Payment Schedule

(Refer Clause 6.3)

Annex- 4

Bank Guarantee for Performance Security

(Refer Clause 7.1.1)

………………

………………

………………

In consideration of ……………………… acting on behalf of …………………… acting through ………………………… (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ………………, having its office at ……………… (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. ……………… dated ……………… valued at Rs. ……………… (Rupees ………………), (hereinafter referred to as the "**Agreement**") the assignment for consultancy services in respect of the ………………… Consultancy, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs……………… (Rupees ………………) to the Authority for performance of the said Agreement.

We, ……………… (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. ……………… (Rupees …………………) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ……………… (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement.

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ……………… (Rupees ………………….).

3. We, ………………… (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ………………… (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ………………… (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ………………… (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees .... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [.......... (indicate the date falling 365 days after the date of this Guarantee)].

For ....

Name of Bank:
Seal of the Bank:
Dated, the ....day of ...., 20......

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

i. Potential consultant should not be privy to information from the Authority which is not available to others;
ii. potential consultant should not have defined the project when earlier working for the Authority.
iii. potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and contractors:

(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
(ii) no consultant should be involved in owning or operating entities resulting from the project; or
(iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of

interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

....

....

....

Sub: **..**

Dear Sir,

With reference to your RFP Document dated ...., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the .... Consultancy. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the Authority;
(b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other consortium applying for Selection as a Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or

convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees[1].

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

[1] In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule ………..... hereto". The exceptions to the certification or any isclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy:
1.2	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.3	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business
1.4	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No

	If so, provide the office address(es) in India. (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No **Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.**
1.5	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this projects and other initiatives identified in this Project Report as a contractor or as a manufacturer.? Yes/No
1.6	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

	Yes/No If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on projects and other initiatives identified in the Projects Report (including tendering relating to any goods or services for any other part of such projects) other than that of the Consultant? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on projects and other initiatives identified in the Final Project Report and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No (Signature, name and designation of the authorised signatory) For and on behalf of ……………….

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

…………………

………………

………………

Dear Sir,

Sub:

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ………………. (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of ……………………………………

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms............................... son/daughter/wife and presently residing at ...., who is presently employed with us and holding the position of .... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for (**Name of the Assignment / Project**) (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

.... DAY OF ...., 20.......

For ....

(Signature, name, designation and address)

Witnesses:

1.
2.
Notarised

Accepted

....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (hundred) and duly notarised by a notary public.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

Sl. No.	Financial Year	Annual Revenue (Rs./US$ in million)
1		
2		
3		

Certificate from the Statutory Auditor[2]

This is to certify that .... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees. The professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients, however, it does not include audit and legal services.

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

Note: Please do not attach any printed Annual Financial Statement.

[2] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-6

Particulars of Key Personnel

S.N	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience			No. of Eligible Assignments
					Name of Firm	Employed Since	

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages) The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages) The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[3]

(Refer Clause 3.1.4)

S. No.	Name of the Project	Name of the Client	Estimated Capital Cost of the project(in Rs. Crores/US$ million)	Payment[4] of professional fees received by the applicant (in Rs. Crore)
(1)[5]				

Certificate from the Statutory Auditor[6]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

[3] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

[4] Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

[5] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

[6] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

(Signature, name and designation of the authorised signatory)

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel[7]

(Refer Clause 3.1.4)

Name of Key Personnel:

SN	Name of the Project[8]	Name of the Client	Estimated capital cost of Project (in Rs crore/ US$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

[7] Use separate Form for each Key Personnel.

[8] The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

1	Name of Applicant:	
2	Name of the Project:	
3	Particulars of the Project	
4	Description of services performed by the Applicant Firm:	
5	Name of client and Address: (indicate whether public or private)	
6	Name and telephone no. of client's representative	
7	Payment received by the Applicant. (in Rs. crore):	
8	Start date of the services (month/year):	
9	Finish date of the services (month/year):	
10	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		

(Signature, name and designation of the authorised signatory)

Notes:
1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked
- Name of project
- Description of Project
- Responsibilities handled

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:
1 I am willing to work on the Consultancy and I will be available for entire duration of the Consultancy assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)
Place.......................................

(Signature and name of the authorised signatory of the Applicant)

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

....

....

....

Dear Sir,

Subject: ....

I/We, ... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours

faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.)
A	**Cost of Consultancy (excluding taxes and duties)**	
i.	Establishment of Transmission Infrastructure for Evacuation of 3200 MW Thermal Power from Upcoming Generating Stations in Assam (Part-1: Rangia & 400 kV Agia Section)	
ii.	Establishment of Transmission Infrastructure for Evacuation of 3200 MW Thermal Power from Upcoming Generating Stations in Assam (Part-2: 400 kV Agia-Sonapur Section)	
iii.	Establishment of 400/132 kV Umrangshu GSS and two numbers of 400 kV Bay Extension at Mirza GSS for Evacuation of Power from PSP Projects at Moti Hojai and West Karbi Anglong	
B	**TOTAL (i. + ii. +iii.)**	
C	**Taxes and Duties on B**	
D	**TOTAL (including taxes) (B+ C)** **In Indian Rupees ....(in figures)** **..(in words)**	

Note:

1. The financial evaluation shall be based on the above Financial Proposal.
The total in Item D shall be the amount for purposes of evaluation.

2. No escalation on any account will be payable on the above amounts.
3. All other charges not shown here and all insurance premia are considered included in the Financial Proposal.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
5. The quoted price shall remain firm and fixed for the entire duration of the assignment and shall not be subject to any escalation.

APPENDIX - III
LIST OF BID-SPECIFIC PROVISIONS[9]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked “$” shall be retained in the RFP for guidance of the applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked “$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

[9] This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants