

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

LUMP-SUM OUTPUT BASED CONTRACT

RFP No.: AEGCL/MD/AIIB Phase-II/E&S/Consultant/2023/05

VOLUME-I

**Selection of Consulting Services for Environmental and Social
Management Planning Framework for the components of Phase-II
under AIIB funded “Assam Intra State Transmission System
Enhancement Project”**

Client: Assam Electricity Grid Corporation Limited

Country: India

Project: Assam Intra State Transmission System Enhancement, Phase-II

Issued on: 28.02.2023

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A.GENERAL:**1. Introduction:**

- i. Assam Electricity Grid Corporation Limited intends to select a Consultant of Environmental and Social Management Planning Framework in accordance with the Quality and Cost Based Selection (QCBS) method of selection for the Project "Assam Intra State Transmission System Enhancement Project" supported by External funding agency Asian Infrastructure Investment Bank (AIIB).
- ii. The consultants are invited to submit a Technical Proposal and a Financial Proposal (single stage two envelope), for consulting services required for the assignment, the detail scope is specified in **Annex 1, Volume-II (Terms of Reference)**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- iii. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- iv. In a timely manner and at no cost to the Consultants, the Client will provide the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.

2. Minimum Qualifications and Experience of the firm:

- 2.1.1 The Consultant Firm should have carried out similar service for a Transmission Utility Sector.
- 2.1.2 Avg. Annual Turnover of the Consultant Firm should be: **Rs. 50 Lakh (the firm shall have to submit balance sheet of last 3 years in the technical proposal)**
- 2.1.3 Minimum General Experience of the Consultant Firm : 10 Years
- 2.1.4 Minimum Experience of the Team Leader : 15 Years

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

4. Conflicting activities

- 4.1 Conflict between consulting activities and procurement of goods, works, or non consulting services: A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be

disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- 4.2 Conflicting relationships:** A Consultant (including its Experts) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.

B. PREPARATION OF PROPOSALS:

- 5.1 General Considerations:** In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

- 5.2 Cost of Preparation of Proposal:** The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs.

- 5.3 Language:** English

- 5.4 Proposal Validity: 180 days.**

- 5.5 Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

- 5.6 Bid Security:** The Applicants shall furnish as part of its Proposal, a bid security of **Rs. 1,00,000 (One Lakhs)** only in the form of a Demand Draft/BG issued by one of the Nationalised/ Scheduled Banks in India two hours before opening the proposal. Demand Draft /BG in favour of AEGCL, Bijulee Bhawan , Paltan Bazar payable at Guwahati, returnable not later than 30 (thirty) days from date of commencement of work.

Bid security of the consultant whose technical proposal is nonresponsive shall be returned immediately. The Selected Applicant's Bid Security shall be returned, upon submission of Performance Security by the consultant as per clause no. 9 of the GCC and signing of the contract agreement.

- 5.7 Joint Venture: Not Allowed.**

- 5.8 Clarification and Amendment of RFP:**

The Consultant may request a clarification of any part of the RFP but before 10 days of the Proposals' submission deadline. Any request for clarification must be sent by standard electronic means, to the Client's email address **pd.aiib@aegcl.co.in** The Client will respond in standard electronic means, to all consultants.

Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

5.8.1 At any time before the proposal submission deadline, the Client may change the RFP by issuing an amendment by standard electronic means. The amendment shall be binding on them.

5.8.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted consultants reasonable time to take an amendment into account in their Proposals.

5.9 Proposal Format and Content:

5.9.1 The Technical Proposal shall not include any information about the quoted rate. A Technical Proposal containing such information shall be declared non-responsive. The Consultant is required to submit a fully technical proposal (FTP) the format of Technical Proposal which is attached as **Annex 2**.

5.9.2 The Financial Proposal shall be submitted in the e-tender portal only. Standard Forms provided in Annex 3 of the RFP for reference.

6 **Price Adjustment: There shall be no price adjustment.**

7 **Taxes:** The quoted price shall be inclusive of all taxes and duties and AEGCL will not bear any tax liability.

8 **Currency of Proposal and Payment: Indian Rupees**

9 **Pre Proposal Meeting: 14:00 Hrs of 06/03/2023**

Place: Conference Room, O/o the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati

Queries of the tenderer should reach to email address: pd.aiib@aegcl.co.in before **6th March 2023, 17:00hrs** after which no queries from the bidder shall be entertained.

C. Submission, Opening and Evaluation

9.1 Submission, Sealing, and Marking of Proposals: Both technical and financial proposal submission shall have to be through **e-tender portal** www.assamtenders.gov.in.

Submission of tender in on-line portal starts from **8th March 2023**

Last Date of Submission: 14:00 Hrs of 15/03/2023

9.2 Opening of Technical Proposals: The opening date and time are stated below:

Date & Time: 16:00 Hrs of 15/03/2023

9.3 **Evaluation of Technical Proposals:**

The Client's evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR as specified in **Annex 1 (Volume-2)** and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in Clause No. 11 **Quality- and Cost-Based Selection (QCBS)**, detailed specified in the **Annex-4**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected if it fails to achieve the minimum technical score 75 out of 100.

Summary and Personnel Evaluation Sheets are attached as **Annex 4**

9.4 **Public Opening of Financial Proposals:**

9.4.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to

the Consultant's overall technical score) that their Financial Proposals will remain unopened. The Client shall simultaneously notify via mail/written means the Consultants that have achieved the minimum overall technical score and inform them of the date, time and location of the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's discretion.

- 9.4.2** At the opening the Financial Proposals, the names of the Consultants, and the overall technical scores, shall be read aloud. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the record shall be accessible to all Consultants who submitted Proposals in the e-tender portal.

10.0 Lump-Sum Contract:

The Consultant is deemed to have included all prices in the Financial Proposal considering as **Lump-Sum Contract**, so neither arithmetical corrections nor price adjustments shall be made. The total price understood specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

All taxes are deemed included in the Consultant's financial proposal, and, therefore, included in the evaluation.

11.0 Quality- and Cost-Based Selection (QCBS),

Weightage Technical 70 & Financial 30 : the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions below. The Consultant that will achieve the highest combined technical and financial score will be invited for negotiations.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70, and

P = 30.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

D. Negotiations and Award:

- 12.1** The negotiations will be held at the date and address informed late by the client with the Consultant's representative(s). The representative must have a written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

- 12.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.
- 12.3 Availability of Key Experts: The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 12.4 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, its price, or the relevance of the initial evaluation be affected.
- 12.5 Conclusion of Negotiations: The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Client and the Consultant's authorized representative.
- If the negotiations fail, the Client shall inform the Consultant in writing/mail of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If the disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so in writing. After having obtained the AEGCL's no objection, the Client may invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

I. General Conditions of Contract

A. Commencement, Completion, Modification and Termination of Contract:

1. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
2. **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
3. **Commencement of Services:** The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
4. **Expiration of Contract:** Unless terminated earlier pursuant to **Clause GCC 8** hereof, this Contract shall expire at the end of such time period after the Effective Date in the **SCC**.
5. **Modifications or Variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
6. **Force Majeure :**
 - i. "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.
 - ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
7. **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.
8. **Termination:** The client may terminate the contract in case of the occurrence of any of the events specified in points (a) through (f) of this Clause occurs. In this case, the Client shall give at least 15 calendar days' written notice of termination to the Consultant for events referred to in (a) to (d); at least 30 calendar days' written notice in case of the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):
 - (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 7;

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or
- (f) If the Consultant fails to confirm the availability of Key Experts as required.

Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive practices, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

B. Obligations of the Consultant

9. Performance Security: The selected consultant shall have to submit Performance Security within ten (10) days of issue of NOA. The signing of contract shall only be done after submission of the Performance Security. The Performance Security in the form of Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of **AEGCL** for an amount equal to 10% (ten per cent) of the Total Agreement Value which should be valid at least for one year from the date of completion of the work. The Bank Guarantee may be forfeited and appropriated in accordance with the provisions hereof. Performance Security in the form of DD/Fixed Deposit/RTGS is also acceptable

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 under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in relevant clause of this RFP;
- (b) If the Applicant is found to have a Conflict of Interest as specified in relevant clause of this RFP; and
- (c) If the Selected Applicant commits a breach of the Agreement.

10. Standard of Performance: The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Services.

11. Liability of the Consultant:

The Consultant's liability under this Contract shall be as determined as per applicable laws of the country.

12. Insurance to be Taken out by the Consultant:

The Consultant (i) shall take out and maintain, own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

13. Reporting Obligations:

The Consultant shall submit the reports and documents specified in **Annex 1** (TOR) to the Client, in the form, in the numbers and within the time periods set forth in the said Annexure.

14. Proprietary Rights of the Client in Reports and Records:

All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

15. Accommodation, Equipment, Vehicles and Materials: Accommodation, Equipment, Vehicles and Materials shall have to be arranged by the consultant on their own. For that they can quote the price in the Price Schedule.

C. Consultant's Experts:

16. Description of Key Experts: The consultant shall have to submit the details of key experts and their role in the assignment.

17. Replacement of Key Experts: The substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. Non-conformation of this clause shall be treated as a breach of contract.

18. Approval of Additional Key Experts: If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). But no additional cost shall be provided by the client.

19. Removal of Experts:

- i. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that Consultant's Expert has engaged in corrupt, fraudulent, collusive or coercive practice while performing the Services, the Consultant at the Client's written request shall provide a replacement.

- ii. In the event that any of Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- iii. Any replacement of the removed Expert shall possess equivalent/better qualifications and experience and shall be acceptable to the Client.

20. Access to Project Site: The Client warrants that the Consultant shall have unimpeded access to the project site as required to perform the Services.

21. Change in the Applicable Law Related to Taxes and Duties: The Client is not liable for any change in the Applicable Law Related to Taxes and Duties to the consultants.

D. Payments to the Consultant:

22. Contract Price:

- i. The Contract price is fixed and is set forth in the **SCC**.
- ii. Any change to the Contract price may be made only if the Parties have agreed to the revised scope of Services.
- iii. No Advance Payment shall be allowed.

23. Taxes and Duties: The Consultant and Experts are responsible for meeting any and all tax liabilities within the territory of India arising out of the Contract.

24. Currency of Payment: Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

25. Mode of Billing and Payment:

As mentioned in the **SCC**. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

26. Retention:

- i. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.
- ii. Total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill.

27. Liquidated Damages: As specified in **the SCC**

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E. Settlement of Disputes:

28. Amicable:

- i. The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the

dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt.

- ii. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, **Clause GCC 36** shall apply.

29. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the **SCC**

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	<p><u>Conditions of Effectiveness of Contract</u></p> <p>Effectiveness of contract shall be from the date of award of contract.</p>
2.	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month from the date the Contract was signed.</p>
3.	<p>Commencement of Services:</p> <p>The number of days shall be 10 after the effective date of Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
4	<p><u>Contract Period</u></p> <p>Expiration of Contract: 4 Months</p> <p>The time period shall be 4 Months after the effective date of Contract</p>

7	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of 10% of contract value <i>[insert amount and currency that should be not be less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) Employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.i.	<p>The Contract price is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive of GST].</i></p> <p>GST chargeable in respect of this Contract for the Services provided by the Consultant shall not be "reimbursed" by the Client "to" the Consultant.</p>

30.i.	<p>The payment schedule:</p> <p>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</p>
32	<p>The liquidated damage is:</p> <p>0.5% per week on the bill claimed against each milestone and part thereof as referred in Annex A of TOR.</p> <p>The maximum amount of liquidated damages is: 10% of the each milestone.</p>
36.	<p><u>Dispute Resolutions</u></p> <p>If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Contractor, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Contractor and the third by the President of the International Chamber of Commerce in the case of foreign contractors and in case of local contractors by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60 (sixty) days after receipt of notice of the appointment of arbitrators then President of International Chamber of Commerce or the President of the Institution of Engineers retired or sitting Judge of India, as the case may be shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the President of the ICC or IOE making such an appointment shall be furnished to both parties. The arbitration shall be conducted in accordance with Rules and procedures for Arbitration of the International Chamber of Commerce (Paris) in the case of foreign contractors as per provisions of the Arbitration Act 1940 or any statutory modification thereof and in case of local contractors, shall be held at Guwahati or any other place as may be decided by the Managing Director, AEGCL. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between AEGCL and the Consultant.</p>

ANNEX-I: TERMS OF REFERENCE (Volume-2)

ATTACHED AS VOLUME-2

ANNEX-2 Technical Proposal – Standard Forms

[Checklist of Required Forms]

TECH-1	Technical Proposal Submission Form.
TECH-1 Attachment	Proof of legal status and eligibility
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6A	Team Composition, Key Experts Inputs,
TECH 6B	Attached Curriculum Vitae (CV)

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Insert location, date]

To: *[Insert name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Environmental and Social Management Planning Framework for Assam Intra State Transmission System Enhancement Project-Phase-II** in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal through e-tender portal **www.assamtenders.gov.in**"*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the relevant clause of RfP.
- (c) We have no conflict of interest in accordance with relevant clause of RfP.
- (d) We meet the eligibility requirements as stated in relevant clause of RfP.
- (e) Neither we, nor our associate partners or sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in relevant clause of RfP may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in relevant clause of RfP.

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

Assam Intra State Transmission System Enhancement Project-Phase-II

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.. For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, and the Consultant's role/involvement.

A - Consultant's Organization

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

B - Consultant's Experience

3. *List only previous similar assignments successfully completed in the last [insert number of years] years.*
4. *List only those assignments for which the Consultant was legally contracted by the Client as a company. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

Duration	Assignment name and brief description of main deliverables or outputs	Name of Client and Country of Assignment	Approximate Contract value (in INR) Paid to Your Firm

Form TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,

Form TECH-3: The Consultant will write its comments and suggestions on the Terms of Reference that could improve the quality or effectiveness of the assignment;

Form TECH-4

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

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

The suggested structure of the Technical Proposal (in FTP format) is as follows:

- (i) **Technical Approach and Methodology.** *Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Do not repeat the TOR here.***
- (ii) **Work Plan.** *Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.*
- (iii) **Organization and Staffing.** *Describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.*
- (iv) **Counterpart Personnel & Facilities.** *Describe the involvement and training of counterpart personnel through participation for transfer of technology and knowledge.*

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Weeks											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	(e.g., Deliverable #1: Report A												
	1. Data Collection												
	2. Drafting												
	3. Inception Report												
	4. Incorporating Comments												
	5. Delivery of Final Report to Client)												
D-2	(e.g., Deliverable #2:.....)												
n													

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

Form TECH-6A

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's Input (in person/month) per each Deliverable (listed in TECH-5)										Total Time-Input
		Position		D-1		D-2		D-3	D-...		
KEY EXPERTS												
K-1		Environment al Specialist										
K-2		Social Specialist										
K-3		Environmen tal Engineer (Advisory)										
										Subtotal		

Form TECH-6B

[Note to Consultant: Each Curriculum Vitae (CV) should have a maximum of five pages]

CURRICULUM VITAE (CV) FOR EXPERTS

1. **Proposed Position:** *[TOR Expertise]*
2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*
3. **Name of Expert:** *[Consultant Name]*
4. **Current Residential Address:**

Telephone No.:

Fax No.:

E-Mail Address:
5. **Date of Birth:**

Citizenship:
6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*
7. **Membership Professional Associations:** in
8. **Other Trainings:** *[Indicate significant training since degrees under 5 - Education were obtained]*

9. Countries of Work Experience: *[List countries where expert has worked in the last 10 years]*

10. Languages: *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*

11. Employment Record *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From *[Month/Year]*: _____

To *[Month/Year]*: _____

Employer: _____

Positions held: _____

12. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]

Name of assignment or project:

Month and Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;

-
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH-6 provided team mobilization takes place within the validity of this proposal;
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I am not currently debarred by any multilateral development bank;
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

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

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

_____ Date: _____
[Signature of expert or authorized representative of the firm]⁹ Day/Month/Year

Full name of authorized representative

⁹ This CV can be signed by the authorized representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Annex.3 Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided.

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form **(not required for e-tendering)**

FIN-2 Summary of Costs **(To be submitted in the e-tender portal only)**

Form FIN-1**FINANCIAL PROPOSAL SUBMISSION FORM (NOT REQUIRED FOR E-TENDER)**

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[insert title of assignment]* in accordance with your Request for Proposal dated *[insert date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Insert amount(s) in words and figures - **including** all taxes and duties.*

[Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Form FIN-2 Summary of Costs(For reference only)

Sl. No.	Activities	Unit	Qty	Unit Price with GST (INR)	Total Amount with GST (INR)
1	Site Visit and Assessment for ESMPF				
1.1	Transportation and Logistics for Site Visit by Experts	Lot	1		
1.2	Food and Lodging for Key Experts	Lot	1		
1.3	Data Collection (Primary and Secondary) and Analysis	Lot	1		
2	Remuneration of Key Experts for 4 Months				
2.1	Environmental Specialist (1 No.)	Month	4		
2.2	Social Specialist (1 No.)	Month	4		
2.3	Environmental Engineer (Advisory)(1No.)	Month	4		
2.4	Support Staff (Documentation and Design Expert) (1No.)	Month	4		
3	Others (Finalization of ESMPF and Misc.)	Lot	1		
	Grand Total (INR)				
Total Amount (INR) in words-					Only

Note: The above table is for reference only. The BOQ/Schedule containing the quoted rates should be uploaded in the prescribe format available in the e-tender portal only www.assamtender.gov.in

Annex 4: Summary and Personnel Evaluation Sheet

CONFIDENTIAL														
SUMMARY EVALUATION SHEET														
Title														
EVALUATION CRITERIA		Max.	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5	Firm N	
		Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Qualification		10		0		0		0		0		0		0
a.	Experience in similar projects	5		0		0		0		0		0		0
b.	Experience in similar geographic areas	5		0		0		0		0		0		0
II. Approach and Methodology		30		0		0		0		0		0		0
a.	Understanding of Objectives	6		0		0		0		0		0		0
b.	Quality of Methodology	6		0		0		0		0		0		0
c.	Innovativeness/Comments on TOR	4		0		0		0		0		0		0
d.	Work Program	4		0		0		0		0		0		0
e.	Personnel Schedule	4		0		0		0		0		0		0
f.	Counterpart Personnel & Facilities	3		0		0		0		0		0		0
g.	Proposal Presentation	3		0		0		0		0		0		0
III. Personnel (Areas of Expertise)		60		0		0		0		0		0		0

Key Experts				0		0		0		0		0		0
K1	Environmental Specialist-Team Leader	30	0	0	0	0	0	0	0	0	0	0	0	0
K2	Social Specialist	20	0	0	0	0	0	0	0	0	0	0	0	0
K3	Environmental Engineer (Advisory)	10	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	100												
Rating: Excellent: 100% Very Good: 90 □□99% Above Average: 80 □ 89% Average: 70 □ 79% Below Average: 1 □ 69% Non-complying: 0%														
Please refer to F. Disqualification of an Expert, Section 2, RFP.														
Score: Maximum Weight x Rating / 100														

Note: Evaluation will be done for key experts only.

PERSONNEL EVALUATION SHEET									
Name of Firm:									
		NAME	A		B		C		TOTAL SCORE (A+B+C)
POSITION/AREA OF			General		Project-Related				
EXPERTISE			Qualifications		Experience		Experience in working In transmission sector		
Key Experts			15%		70%		15%		
			Rating	Score	Rating	Score	Rating	Score	
K1	Environmental Specialist-Team Leader			0		0		0	0
K2	Social Specialist			0		0		0	0
K3	Environmental Engineer (Advisory)			0		0		0	0
Rating: Excellent: 100% Very Good: 90 <input type="checkbox"/> 99% Above Average: 80 <input type="checkbox"/> 89% Average: 70 <input type="checkbox"/> 79% Below Average: 1 <input type="checkbox"/> 69% Non-complying: 0%									

Note: Evaluation will be done for key experts only.