



GOVERNMENT OF ARUNACHAL PRADESH

DEPARTMENT OF POWER

OFFICE OF

OFFICE OF THE EXECUTIVE ENGINEER (E),

TRANSMISSION DIVISION NO. II

132/33 KV SUB-STATION, CHIMPU, ITANAGAR-791113

E-mail: exentdii@gmail.com

No.TD-II/W-46/NIT/2025-26/**1499-1553**,

Dated Itanagar, the **08th** January 2026.

CORRIGENDUM – 04

In addition to **Corrigendum-03**, issued vide this office's even No.**1200-54**, Dated **31.10.2025**, the following corrigendum is hereby issued pertaining to the provisions in the Request for Proposal (RFP) for **"Transaction Advisory Services for Restructuring of Various Power Utilities towards Public Private Partnership (PPP) Model"** published in the e-Procurement System of the Government of Arunachal Pradesh at www.arunachaltenders.gov.in (Tender ID: **2025_DOP_2659_1**), as detailed below:

Sr. No.	Reference Clause(s) & Page Nos. in the RFP	Original Provision as per RFP	Revised Provision
1.0	Clause 11.0 Conflict of Interest (Sub-Clauses 11.1 to 11.5) Page 5 to 8	Conflict of Interest	Clause 11.0 (Sub-clauses 11.1 to 11.5) pertaining to Conflict of Interest in the RFP "stands revised as outlined in the enclosed Annexure-I" .
2.0	Clause 12.1 Page 8	No Applicant or its Associate shall submit more than one Application for the advisory services. 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.	"Clause 12.1 of the RFP stands dispensed with" , as all matters relating to conflict of interest, independence and related restrictions are comprehensively governed by the revised Clause 11.0.
3.0	Clause 15.6.1 (Payment Schedule) Page 11 & Corrigendum-03 Sr.No.15, Page 05	The schedule of payment of fees for Phase I of the Project shall be on achievement of specific milestones shall be as per DATA SHEET 6	The schedule of payment of fees for Phase-I of the Project as outlined in DATA SHEET 6 of the RFP "stands revised as per the enclosed Annexure-II" .
4.0	DATA SHEET-4 B. Timelines for the assignment Page 35-36 Corrigendum-03 Sr.No.12, Page-4	Timelines for the assignment Phase-1 (Transaction Phase)	The timelines for the assignment under Phase-1 (Transaction Phase) has been revised to 24 (Twenty-Four) Months. (Additional 2(two) months for each assignment as indicated in DATA SHEET-4, (B) Timelines for the assignment of the RFP)

Receipt
Office (P) TP&MZ
Dairy No. 6.6.67
Date 8.1.26
Manager

Sr. No.	Reference Clause(s) & Page Nos. in the RFP	Original Provision as per RFP	Revised Provision
5.0	<p>Clause 16.1 (EMD/Bid Security) Page 12</p> <p>DATA SHEET-01 Sr. No.14, Page 17</p>	<p>Rs. 10,00,000/- shall be submitted in a separate sealed envelope mitted in a sealed envelope superscribing 'Bid Security' by way of Bank Guarantee in Form E in DATA SHEET 9 from any schedule bank drawn in favour of the Department of Power, Government of Arunachal Pradesh payable at Itanagar which shall be refunded to unsuccessful bidder after bidding procedure is over. [Refer: DATA SHEET 1, Sr. 13 & 14]</p> <p>BG /DD to be made in favour of Executive Engineer(E), Transmission Division No. II, Itanagar, Department of Power.</p>	<p>Rs. 10,00,000/- shall be submitted in a separate sealed envelope mitted in a sealed envelope superscribing 'Bid Security' by way of Bank Guarantee in Form E in DATA SHEET 9 or Fixed Deposit Receipt (FDR) from any schedule bank drawn in favour of the Department of Power, Government of Arunachal Pradesh payable at Itanagar which shall be refunded to unsuccessful bidder after bidding procedure is over. [Refer: DATA SHEET 1, Sr. 13 & 14]</p> <p>BG /FDR to be made in favour of Executive Engineer (E), Transmission Division No. II, Itanagar, Department of Power.</p>
6.0	<p>DATA SHEET-02 Sr.No.2 & 4, Page 19 & DATA SHEET-03 Sr.No.3(a)&(b), Page 23 & 24</p>	<p>References such as Similar Power Sector projects/ transactions strategy business, Power Sector projects, similar transactions carried out as Transaction Advisors and transaction advise in Power Sector etc. in the RFP and construed as similar works experience for the purpose of assessment of the qualifying criteria.</p>	<p>The definition of similar work experience, for the purpose of assessment of the qualifying criteria, wherever referred to in the RFP, shall stand revised as under:</p> <p>“Any transaction advisory, restructuring, corporatization, PPP, techno-commercial and regulatory advisory assignments exclusively in the power sector (Transmission and Distribution utilities)”.</p>
7.0	<p>DATA SHEET-02 Sr.No.10, Page 20</p>	<p>The Bidder should have at least one office in Itanagar, AP and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Itanagar, then bidder should submit a letter of undertaking to open the office in Itanagar within 30 days from the date of issue of work order if he is awarded the work.</p>	<p>“The requirement to set up a separate local office at Itanagar is dispensed with”.</p>

Sr. No.	Reference Clause(s) & Page Nos. in the RFP	Original Provision as per RFP	Revised Provision
8.0	DATA SHEET-03 Sr.No.1(a), Page 22	<p>Availability of Department in the organization having expertise in the field of –</p> <p>PPP project management – 1 mark Financial Analysis – 1mark HR Consultancy – 1mark Power Sector Consultancy – 1mark Legal Services – 1mark Actuarial Services – 1 mark</p>	<p>Availability of manpower resources in the organization with expertise in the field of -</p> <p>PPP project management – 2 marks</p> <p>Financial Analysis -1mark</p> <p>HR Consultancy – 1 mark</p> <p>Power Sector Consultancy – 2 marks</p>
9.0	DATA SHEET-03 Sr.No.4(a), Page 25	<p>Project Manager - 4 Marks</p> <p>PPP Specialist – 2 Marks</p> <p>Technical Expert-2 marks</p> <p>Financial Analyst-2 marks</p> <p>Legal Advisor-1marks</p> <p>HR Expert – 1marks</p>	<p>Project Manager-4 Marks</p> <p>PPP Specialist – 2Marks</p> <p>Technical Expert 2 marks</p> <p>Financial Analyst – 2marks</p> <p>HR Expert – 2 marks</p>
10.0	<p>DATA SHEET-03 Sr.No.1(a), Page 22</p> <p>DATA SHEET-03 Sr.No.2(a), Page 23</p> <p>DATA SHEET-03 Sr.No.3(a) Page 23</p> <p>DATA SHEET-03 Sr.No.3(a) Page 24</p>	<p>No. of Full-time employees in India (in case of consortium, only lead partner to be assessed)</p> <p>The Net Worth and Profitability of bidders in case of Consortium, each of the member shall be assessed individually on these parameters, and the marks shall be averaged out.</p> <p>No. of years for which bidder has expertise and experience in giving transaction advise, in case of Consortium, each of the member shall be assessed individually on these parameters, and the marks shall be averaged out.</p> <p>In case of consortium, the relevant project shall be examined whether the partner who has executed the said relevant project is providing the similar services in this assignment or not.</p>	<p>For evaluation of all eligibility-related variables under the RFP, the credentials and experience of the member firms/companies of a consortium shall be assessed collectively, provided they are contractually bound and supported by valid legal agreements submitted along with the bid. However, the same consortium member shall not be permitted to share or lend its credentials or experience to more than one bidder under this RFP.</p> <p>Such consortium members shall be jointly and severally liable at all stages of tender (bidding/contract period). The Lead Consortium Member shall act as the single point of communication with the Department.</p> <p>Any change in consortium composition including withdrawal shall be subject to approval by the department.</p>

Sr. No.	Reference Clause(s) & Page Nos. in the RFP	Original Provision as per RFP	Revised Provision
11.0	Additional Clause to inserted within DATA SHEET 4 Scope of Work (Transaction Phase) of the RFP	Scope of the Transaction Advisor (Terms of Reference) under Phase-1 (Transaction Phase)	Additional "Clause-11.0 stands inserted in DATA SHEET 4-Scope of Work (Phase-1: Transaction Phase) as under" "Clause 11.0 - Sub-letting of Specialized Services: Specialized services such as actuarial and legal services, as well as technical field studies (including loss determination and preparation of the Fixed Asset Register), may be subcontracted or outsourced; however, full responsibility for the quality, timeliness, and delivery of all outputs shall rest solely with the Consultant" .
13.0	Clauses 18, 22, 38, 39(g), 46, 47, 48, 49, 54, 59, 65, 61, 66(a) of FORM-Q (Agreement Form) Page 88-95 Additional Clause 46(A)	Clauses pertaining the performance, confidentiality, force majeure, termination for default, indemnity and liability (including caps, exclusions and third-party claims), insurance, survival of obligations, governing law and jurisdiction, dispute resolution, and restrictions on assignment and sub-contracting.	Clauses 18, 22, 38, 39(g), 46, 47, 48, 49, 54, 59, 65, 61, 66(a) of FORM-Q (Agreement Form) at Page 88-95 of the RFP "stands amended as outlined in the enclosed Annexure-III" . Further additional "Clause-46 (A) stands inserted in FORM-Q (Agreement Format)" .

This corrigendum is to be read in conjunction with all clarifications and corrigenda issued earlier. In the event of any inconsistency, conflict, or overlap, the provisions of this corrigendum shall prevail. This Corrigendum shall form an integral part of the RFP.



Executive Engineer (E)
Transmission Division No. II,
Department of Power, Government of
Arunachal Pradesh, Itanagar.
Dated Itanagar, the 08th January 2026.

No.TD-II/W-46/NIT/2025-26/1499-1553,
Copy to:

1. **The PA to the Secretary to Government of Arunachal Pradesh**, Department of Power, Arunachal Pradesh Civil Secretariat, Block 1, Fourth Floor, Itanagar – 791111; for kind information of the Secretary (Power).
2. **The Chief Engineer (Power), Transmission, Planning and Monitoring Zone**, Department of Power, Government of Arunachal Pradesh, AP SLDC Building, 1st Floor, Near 132/33 kV Sub-Station, Chimpu, Itanagar-791113; for kind information.

3. **The Chief Engineer (Power), CEZ/WEZ/Commercial-Cum-Chief Electrical Inspector,** Department of Power, Government of Arunachal Pradesh, Vidyut Bhawan, O-Point, Itanagar-791111; for kind information.
4. **The Chief Engineer (Power), Eastern Electrical Zone,** Department of Power, Government of Arunachal Pradesh, Office Complex of Divisional Commissioner (East) Namsai-792103; for kind information
5. **All Superintending Engineer (E),** Department of Power, Government of Arunachal Pradesh for kind information.
6. **All Executive Engineer(E),** Department of Power, Government of Arunachal Pradesh for kind information.
7. **I/c IT Section,** Office of the Chief Engineer (Power), Transmission, Planning & Monitoring Zone, Department of Power, Government of Arunachal Pradesh, AP SLDC Building, 1st Floor, Near 132/33 kV Sub-Station, Chimpu, Itanagar-791113; for information and uploading in the department's website.
8. **M/s PricewaterhouseCoppers Private Limited,** Plot No.56 & 57, Block DN, Sector-V, Salt Lake, Kolkata, West Bengal-700 091; for information.
9. **M/s Ernst & Young LLP,** 14th Floor, The Ruby, 29 Senapati Bapat Marg Dadar (West), Mumbai, Maharashtra-400 028; for information.
10. **M/s Deloitte Touche Tohmatsu India LLP,** 13th & 14th Floor, Building-Omega, Bengal Intelligent Park, Block-EP & GP, Sector-V, Salt Lake Electronics Complex, Kolkata, West Bengal-700 091; for information.
11. **M/s Mercados Energy Markets India Pvt. Ltd.,** Unit A-2, 2nd Floor, Block E, International Trade Tower, Opposite Satyam Cinema, Nehru Place, New Delhi-110 019; for information.
12. **M/s Grant Thornton Bharat LLP,** L-41, Cannought Circus, Outer Circle, New Delhi (India)-110 001; for information.
13. **I/c Divisional Accountant, Transmission Division No. II,** Department of Power, Government of Arunachal Pradesh, 132/33kV Sub-station, Chimpu, Itanagar-791113; for information and necessary action.
14. **Notice Board.**

Executive Engineer (E)
Transmission Division No. II

11.0 Conflict of Interest.

11.1 General Principle

The Applicant shall ensure that no situation exists which may constitute a conflict of interest that could affect the Selection Process or the performance of the Consultancy ("Conflict of Interest"). The Consultant shall at all times provide professional, objective and impartial advice, place the Department's interest's paramount, and avoid any situation that may compromise its independence or ability to perform the assignment. Any Conflict of Interest shall be fully disclosed at the bid stage and, if arising subsequently, promptly notified to the Department.

11.2 Consequence of Conflict

An Applicant found to have a material and undisclosed Conflict of Interest that influences or is likely to influence the Selection Process or execution of the Consultancy may be disqualified. In such cases, the Department may forfeit the Bid Security.

11.3 Deemed Conflict of Interest.

Without prejudice to the generality of Clause 11.1, a Conflict of Interest shall be deemed to exist only where such relationship results in access to confidential information, ability to influence bid evaluation, or impairment of independence, including the following situations:

a. **Common Control / Ownership Between Applicants**

Two or more Applicants (including their consortium members or Associates) having common controlling ownership or management control, except where direct or indirect shareholding is below 5%, or such shareholding is held by banks, insurance companies, pension funds, or public financial institutions, or such relationship is fully disclosed and does not result in information exchange or influence.

b. **Multiple Participation**

A constituent, consortium member, Associate, affiliate, subcontractor, OEM, or advisor may participate with multiple Applicants provided that confidentiality and non-disclosure undertakings are furnished, and there is no exchange of bid-related or proprietary information. However, for technical evaluation, experience and credentials shall be considered only of the contractually bound consortium members of the Applicant.

c. **Information Access or Influence**

Any relationship between Applicants (directly or through common third parties) that results in access to each other's confidential information or the ability to influence another Applicant's proposal.

d. **Legal Representation**

Applicants represented by the same legal counsel for the purpose of this bid, where such representation creates a risk of information sharing or coordination.

e. **Subsidies or Financial Dependence**

Material financial dependence, subsidy, or grant received from another Applicant that impairs independence.

11.4 Conflict with Other Assignments

The Consultant (including its personnel and sub-consultants) shall not undertake any assignment during the currency of this Consultancy that, by its nature, creates a conflict with the scope, objectives, or deliverables of this assignment. Engagements with private sector entities, lenders, investors, or other government bodies shall not be treated as conflict per se, provided adequate safeguards are in place and disclosed.

11.5 Goods, Works and Consulting Restrictions

- a. A firm engaged by the Department to provide goods or works for the Project shall not provide consulting services for the same Project, and vice-versa.
- b. A Consultant appointed under this RFP, and its Associates, shall not subsequently provide goods or works for the same Project.
- c. The above restriction shall not apply after five (5) years from completion of this Consultancy, to consulting or advisory services provided to the Department or its agencies in continuation of or related to this assignment, or to consulting assignments funded or awarded by banks or lenders.

11.6 Relationship with Bidders / Concessionaires

The Applicant, its consortium members or Associates shall not have controlling ownership or management control in any bidder, concessionaire, contractor or subcontractor for the Project, except where shareholding is **below 5%**, or such shareholding is held by banks, insurance companies, pension funds or public financial institutions, and the relationship does not result in influence or information exchange.

11.7 Definitions

For the purposes of this RFP:

- a. **Associate** means any entity that controls, is controlled by, or is under common control with the Applicant.
- b. **Control** means ownership of more than 50% of voting rights or the ability to direct management or policy decisions.
- c. **Affiliate** includes partners, shareholders holding more than 5% equity, and entities under common control.

11.8 Overriding Principle

Disclosure, transparency, confidentiality safeguards, and absence of influence shall be the guiding principles. A relationship shall be treated as a Conflict of Interest only if it materially affects independence, fairness of competition, or performance of the assignment.



Annexure-II

DATA SHEET 6 Payment Schedule

1. Transaction Phase

S. No.	Milestone	Percentage of Overall Fees
PART A – Pre-feasibility stage [35%]		
1.	Setting up of Local Office in Itanagar/ Mobilization of resources to Itanagar as per bid requirement	5%
2.	Completion of study on AT&C losses and submission to the department	5%
3.	Submission of Fixed Asset Register	10%
4.	Submission of Actuarial Report C Asset Valuation Report	5%
5.	Submission of feasibility report, financial re-structuring report and transition financing to the department	10%
Sub-Total		35%
PART B – Inception Document Stage [30%]		
6.	Submission of policy on Power Reforms	7%
7.	Acceptance of policy on Power Reforms	5%
8.	Submission of transaction strategy and overall transfer scheme	8%
9.	Acceptance of transaction strategy and overall transfer scheme by GoAP	5%
10.	Formulation of Corporatisation Documents and Actuarial Study report	5%
Sub-Total		30%
PART C – RFP Stage [30%]		
11.	Acceptance of draft Information Memorandum and draft bid document by the Department of Power	10%
12.	(a) Release of Advertisement of the sale	
	(b) Finalising the RFP documents after pre-bid conference	10%
13.	(a) Receipt of Expression of Interest by prospective bidders and finalization of qualified bidders	--
	(b) Completion of evaluation and selection of qualified bidder (s)	10%
Sub-Total		30%
PART D–Closure [15%]		
14.	Submission of draft contract documents to be executed by the selected investor (s) and acceptance by the Department	10%
15.	Signing of enforceable contract by selected bidder(s*)	5%
Sub-Total		15%
Grand Total (A+B+C+D)		100%



Amendments to FORM-Q (Form of Agreement)

1. Existing Clause 18 shall be substituted with the following:

"18) If the Agency fails to complete the Assignment within the period specified under the Work Order for reasons solely attributable to the Agency, the Performance Guarantee shall be liable to be forfeited, in full or in part, in cases of material default, underperformance, or undue delay attributable to the Agency, after due examination of facts and circumstances by the Department. Delays or underperformance arising from factors beyond the Agency's reasonable control, including delays in approvals, non-availability of data, force majeure events, or actions attributable to the Department or other agencies, shall not constitute grounds for forfeiture or blacklisting, subject to timely notice and substantiation by the Agency."

2. Clause 22 shall be substituted with the following:

"The Agency shall indemnify the Department against any material inaccuracy arising from negligence, willful misconduct, or gross negligence in the work, which might surface during implementation of the project."

3. Clause 38 shall be replaced with the following:

"38) During the period of Force Majeure, payments shall be limited to Services actually performed prior to the occurrence of such event and to reasonable and necessary costs directly attributable to demobilization and re-mobilization of Services, subject to approval by the Department."

4. Existing Clause 39(g) shall be replaced as under:

"39(g) If the Department, for reasons to be recorded in writing and in public interest, decides to terminate this Work Order, by giving fifteen (15) days' written notice to the Agency."

5. The following proviso shall be added at the end of Clause 46:

"Provided that the recovery of any incremental cost under Clauses 45 and 46 shall be subject to and read in conjunction with the Limitation of Liability provisions under Clauses 47, 48 and 49 of this Agreement, as amended from time to time."

6. An addition Clause 46(A), pertaining the provision for imposition of Liquidated Damage against unjustified delay, shall be inserted as under:

"Clause 46(A) – Liquidated Damages for Delay:

In the event of delay in completion or delivery of the Services or any milestone thereof, solely attributable to the Consultant, the Department shall be entitled to levy liquidated damages at the rate of 0.5% (zero-point five percent) of the Contract Value for each completed week of delay, subject to a maximum of 10% (ten percent) of the Contract Value".

The levy of liquidated damages shall not apply to delays arising due to force majeure events or reasons attributable to the Department, and shall be subject to the Limitation of Liability provisions under this Agreement.



7. Clauses 47, 48 and 49 shall be read as amended to the extent stated below (without altering the remaining text):

"The Agency's aggregate financial liability under this Agreement, including liability arising out of Risk Purchase, indemnity, or otherwise, shall be capped at the Contract Value, except where such losses are finally judicially determined to have arisen primarily from fraud or other liability which, by law, cannot be limited."

8. Clause 54 and Clause 59 shall be substituted with the following:

"54) The obligations to indemnify and hold harmless shall survive for a period of one (1) year from the expiry or termination of the Work Order, except for claims which, under applicable law, require a longer survival period."

"59) All claims regarding indemnity shall survive the termination or expiry of the Work Order for the period specified in Clause 54 above."

9. The following clarification shall be inserted after Clause 65:

"IP Clarification:

- (a) Ownership of all deliverables, reports, documents, and outputs specifically developed under this engagement shall vest with the Department upon receipt of full payment of the applicable fees.**
- (b) The Agency shall retain ownership of its pre-existing background intellectual property, including tools, templates, methodologies, software, and know-how developed independently of this engagement.**
- (c) Nothing herein shall be construed as transferring ownership of such background intellectual property to the Department."**

10. Clause 61 shall be read as optional and non-binding, by insertion of the following sentence at the end:

"Such administrative review shall be optional and shall not prejudice or restrict either Party's right to invoke arbitration under Clause 62."

11. Clause 66(a) shall be read down as under:

"Any post-contract support by the Agency beyond the term of this Agreement shall be subject to separate agreement and consideration, and shall not be deemed mandatory under this Agreement."

12. The following clause shall be inserted at the end of FORM-Q:

"In the event of any inconsistency between the provisions of this Agreement and the RFP, Corrigenda, or Clarifications issued by the Department, the provisions of the RFP and Corrigenda shall prevail."

