**Buyer Specific Additional Terms and conditions**

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**POWER GRID CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**SECTION-I: REQUEST FOR PROPOSALS (RfP)**

**FOR**

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

**(GeM Bid No.:** **GEM/2023/B/4218799)**

(This document is meant for exclusive purpose of bidding against this specification only and shall not be transferred, reproduced or otherwise used for purpose other than that for which it is specifically issued)

**SECTION-I: REQUEST FOR PROPOSALS (RfP)**

**FOR**

**ENGAGEMENT OF CONSULTANT FOR ASSISTANCE IN TAX AND BUSINESS REGULATORY SERVICES TO SET UP A SPECIAL PURPOSE VEHICLE (‘SPV’) IN KENYA.**

**GeM Bid No.: GEM/2023/B/4218799**

**(LIMITED TENDERING ON DOMESTIC COMPETITIVE BIDDING BASIS UNDER E-PROCUREMENT)**

**(SINGLE STAGE TWO ENVELOPE BIDDING)**

1.0 **Power Grid Corporation of India Ltd.** (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi– 110016 (hereinafter referred to as **‘POWERGRID’/‘Owner’**/**‘Purchaser’**) has decided to avail the services of a consultant for **assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

2.0 The procurement activities in respect of the aforesaid project shall be carried out by Owner himself and it intends to use domestic funding for eligible payments under the contract for the package as mentioned above.

3.0 POWERGRID, therefore, invites sealed proposals for **“Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya”** on Limited Tender Enquiry basis on Domestic Competitive Bidding basis under secured e-procurement procedure.

3.1 This Invitation for Proposals extended through media, website or written communication or by any other means, and issuance of RfP Documents shall not be construed to mean that the prospective Bidders to whom the Invitation for Proposal has been extended and/or RfP Documents have been issued is deemed to be an eligible Bidder. The eligibility of the Bidders shall be determined as per the provisions of RfP Documents read in conjunction with GTC available on GeM portal.

 Note: Notwithstanding the invitation sent to the prospective Bidders, it may be mentioned that responsiveness of Proposals submitted by Bidders shall be determined in line with the provisions of the subject RfP Documents.

3.2 The detailed scope of work is given in the Section-II: Terms of Reference (TOR) of this RfP document.

The following documents constitute the RfP documents to enable Bidders to submit their Proposals:

1. Section – I : Request for Proposals.
2. Section – II : Terms of Reference (ToR).
3. Section – III : Conditions of Contracts.
4. Section – IV : Proposal Forms & Attachments.

4.0 The Work schedule for the subject package shall be in line with Clause 15.0.0 of Section-III, Conditions of Contract of this RfP documents.

5.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfP Documents.

5.1 Bidding will be conducted through Limited Tender bidding procedures as per the provisions of RfP Documents and the contract shall be executed as per the provisions of the Contract. Bidders may note that the Employer has uploaded its ‘Works and Procurement Policy and Procedures’ (WPPP) document along with its Modification/Amendment on “*Ineligibility of Firms for Participation in the Bidding Process” and on “Black-Listing of Firms / Banning of Business*” and its updates on POWERGRID’s website. It shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this ‘Works and Procurement Policy and Procedures’ (WPPP) document or have any claim on the Purchaser on the basis of the same. The respective rights of the owner and the Bidder/Consultant shall be governed by the RfP Documents/Contract signed between the Employer and the Contractor for the package. The provisions of the RfP Documents shall always prevail over that of ‘Works and Procurement Policy and Procedures’ (WPPP) document in case of contradiction.

6.0 Important Instruction for participation in subject e-Tendering:

a) Bidders are requested to read the Guidelines available on GeM web link [*https://gem.gov.in*](https://gem.gov.in)before proceeding for submission of proposals. It is important to note that bidders can submit their bids online only through [*https://gem.gov.in*](https://gem.gov.in).

b) The complete RfP Documents including Terms of Reference on portal https://gem.gov.in*.*

c)Bidders shall ensure that their proposals, complete in all respects, are submitted online through GeM portal only. **No DEVIATION in this regard is acceptable.**

d) The RfP documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.

6.1 For proper uploading of the proposals on the portal namely [*https://gem.gov.in*](https://gem.gov.in) (*hereinafter referred to as the ‘portal’*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from POWERGRID, for which contact details are mentioned below. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the proposal.

6.2 No pre-bid meeting is scheduled for subject package. However, if the bidder has any query/issue regarding submission of their proposal on the e-procurement portal, then they may contact or visit the Employer.

7.0 Soft Copy Part of the proposals must be uploaded under Single Stage Two Envelope Bidding Procedure on the GeM portal at or before deadline for bid submission given on GeM Portal. The GeM portal would not allow any late submission of bids through the portal after due date & time as specified.

Hard Copy Part of the proposals must be submitted under Single Stage Two Envelope Bidding Procedure at the address given at or before **1100 Hrs on 08/12/2023. In case Hard copy part of the proposal is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the proposal, the soft copy part of the first envelope proposal uploaded on the portal shall be opened.** Such proposals will be rejected during preliminary examination. **However, in case of MSEs who are exempted from submission of Bid Security in line with clause 6.1.1 of Section-III: Conditions of Contract, non-submission of Hard copy part shall not lead to outright rejection of the proposal, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at clause 6.2.5.2 of Section-III: Conditions of Contract in RfP documents.**

First Envelope i.e. Technical Part shall be opened on **08/12/2023** in the presence of the bidders representatives who choose to attend in person at the address below at 11:30 hours or may be viewed by the bidders by logging in to the portal. The Second Envelope i.e. Price Part of only those bidders shall be opened who are determined as having submitted substantially responsive Proposal. Second Envelope i.e., Price Part shall be opened on a date to be intimated later in the presence of the bidder’s representatives who choose to attend at the time and date and at the address given in the intimation for opening of Second Envelope or may be viewed by the bidders by logging in to the portal.

All proposals must be accompanied by a proposal security/EMD of **INR 4,08,000/-**

Proposal security must be submitted either in physical form or paid online (for details refer clause 6.1.2 of Section-III: Conditions of Contract). The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to POWERGRID, should be submitted at the address given at para 10.0 below at or before 1100 Hrs. **14/08/2024**.

Power of Attorney, undertaking regarding acceptance of Provisions of RfP documents & Unconditional Proposal, Affidavit of Self certification regarding Minimum Local Content, if applicable, Confidentiality Undertaking must be submitted in physical form at the address given at para 10.0 below at or before 1100 Hrs. **14/08/2024**. POWERGRID shall not be responsible for any postal delay in respect of submission of hard copy part of the Proposals.

8.0 POWERGRID reserves the right to cancel/withdraw this Request for proposal without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

9.0 Consultant for the subject package will be selected under Cost Based Selection (CBS) procedure for finalization of contract. Detailed method and procedures are described in ‘Section–III: Conditions of Contracts ‘of the RfP documents.

10.0 All correspondence with regard to the above shall be to the following address.

(By Post/In Person)

**Kind Attn.:**

 **General Manager (CS-G5) /Sr. DGM (CS-G5)/ Manager (CS-G5),**

Power Grid Corporation of India Limited,

`Saudamini’, 3rd Floor, Plot No.-2, Sector-29,

Gurugram (Haryana) - 122001.

Telephone Nos.: +91-124-282-2370/2349/2394

Mobile: +91- 9910379465 / 9431820218/9205472325

Fax Nos.:- 0091-(0)124-2571831

Email Address: udaivir@powergrid.in, kumarnikhil@powergrid.in, adiliqbalkhan@powergrid.in



**POWER GRID CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**SECTION-II: TERMS OF REFERENCE (ToR)**

**FOR**

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

**(GeM Bid No.: GEM/2023/B/4218799)**

**SECTION-II: TERMS OF REFERENCE**

**For**

**ENGAGEMENT OF CONSULTANT FOR ASSISTANCE IN TAX AND BUSINESS REGULATORY SERVICES TO SET UP A SPECIAL PURPOSE VEHICLE (‘SPV’) IN KENYA.**

**Background**

Power Grid Corporation of India (‘POWERGRID) is planning to set up a Special Purpose Vehicle ('SPV') in Kenya as a joint venture with African50 (an infrastructure investment platform that was founded by the African Development Bank and African states). The Cooperation Agreement was signed in November 2019 between POWERGRID and Africa50 followed by a Joint Development Agreement in December 2021. The SPV will be under Public-Private Partnership ('PPP') model and will be engaged in generation and transmission of power. Africa50 will invest 60% and POWERGRID will invest 40% in the SPV. The total tentative project cost will be approximately INR 2,500 crore (Debt: Equity of 80:20). Africa50 will be the investment company, and, POWERGRID will be engaged in the development, Project Management Consultancy ('PMC') and Operation and Maintenance ('O&M') of the project.

In this regard, we have provided below the proposed scope of services:

**Scope of work**

**Phase 1A: Setting up of joint venture entity**

Consultant shall assist the company in listing of the approvals required in India for the investment, as well as identification and assessing of alternate option for the investment and the business model of the joint venture entity. To be specific, consultant scope shall cover following:

1. Gain an understanding of the key parameters and the commercial objectives sought to be achieved;
2. Comment on tax and general business regulatory implications arising from making the investment, including commenting on various requirements under the Indian exchange control regulations;
3. Identify and assess alternate options for the structure of the joint venture entity in Kenya –whether the investment should be made directly or through a subsidiary company in Kenya or elsewhere; in case it is considered preferable to set up a subsidiary company in an intermediate jurisdiction (‘Intermediate Co’), we shall undertake a high-level analysis of various jurisdictions (maximum of 3) for making the investment. The evaluation would be based on the following criterion:
4. Flexibility to repatriate surplus funds to India/ Intermediate Co;
5. Tax implications of income flows in India and intermediate jurisdictions, including withholding tax implications and impact under the DTAA;
6. Commenting on deductibility and/or availability of credit of taxes paid in Kenya/intermediate jurisdiction on repatriation of income to India;
7. Alignment of Transfer Pricing (‘TP’) mechanism with functional and risk profile of the entities under various business models (on a high level basis);
8. Consolidation of value at India/ offshore level; and
9. Future exit.
10. Identify and assess alternate options for making the investment from Indian tax and general business regulatory standpoint, including evaluation of the alternate modes of funding the proposed investment (i.e., equity, convertible instruments such as preference shares or debt instruments, etc.), and considering taxation of the income, withholding taxes applicable and impact of any thin capitalisation provisions in Kenya/overseas jurisdictions;
11. Determine the arm’s length rate of interest/ coupon rate for the investment made in SPV under the selected investment options by undertaking benchmarking analysis to identify comparable companies/ segments, evaluating comparability and assessing the need to make necessary economic adjustments;
12. Undertake the detailed Functions, Assets and Risks (‘FAR’) analysis for understanding the economically relevant facts and characteristics of the inter-company transactions under the selected model;
13. Assist in setting up of a model for repatriation of funds through TP framework under the selected model, wherein we shall:
	1. Evaluate movement of funds among Group entities in alignment with the functional profile and characterization of the entities;
	2. Analyze and assist in business modelling w.r.t. inter-company transactions among the entities for repatriation of funds; and
	3. Undertake benchmarking analysis for determination of arm’s length price for above arrangement; and
14. Provide time-to-time advice on various queries from the client on tax and general business regulatory aspects related to the above, for a period of 6 months from date of engagement.

**Phase 1B: Setting up of entity for Operation and Maintenance (‘O&M’) of the project**

Consultant shall assist the company in identification and assessing of alternate options for setting up the O&M entity. To be specific, consultant scope shall cover the following:

1. Gain an understanding of the key parameters and the commercial objectives sought to be achieved;
2. Assist the company in evaluating whether a local SPV would be required for providing O&M services or a local branch could be set up to provide the same. Keeping in mind the analysis done for the structure of the SPV in phase 1A, we shall evaluate whether the investment in O&M entity should be made directly or through a subsidiary company in Kenya or elsewhere. The evaluation would be based on the following criterion:
3. Taxation of the entity in Kenya;
4. Flexibility to repatriate surplus funds to India;
5. Tax implications of income flows in India and intermediate jurisdictions, including withholding tax implications, impact under the DTAA;
6. Commenting on deductibility and/or availability of credit of taxes paid in Kenya/ intermediate jurisdiction on repatriation of income to India;
7. TP implication under various business models including the alignment of TP mechanism with functional and risk profile of the entities (on a high level basis); and
8. The potential risk of a taxable presence (such as a Permanent Establishment) being created in Kenya as per Kenya domestic tax laws as well as the tax treaty between India and Kenya. Where risk is identified, we shall also provide high-level recommendations to manage the risk(s), to the extent possible;
9. Undertake the detailed FAR analysis for understanding the economically relevant facts and characteristics of the inter-company transactions under the selected business model;
10. Determine the arm’s length remuneration for the prospective inter-company transactions under the selected business model by undertaking benchmarking analysis to identify comparable companies/ segments, evaluating comparability and assessing the need to make necessary economic
adjustments; and
11. Provide time-to-time advice on various queries from the client on tax and general business regulatory aspects related to the above, for a period of 6 months from date of engagement.

**Phase 2: Validation of overseas structure**

Once the structure is finalized by the POWERGRID, consultant shall assist in validation of such structure. Our scope under this phase shall cover the following:

1. Commenting on tax and regulatory implications of the identified option after confirmation from the overseas tax advisors/ consultant network firms. This shall, inter-alia, include:
2. Taxability of income in Kenya/ intermediate jurisdictions;
3. Permanent establishment risk in the structure in Kenya/intermediate jurisdictions;
4. Withholding tax implications on dividend, interest and any other payments, in Kenya/intermediate jurisdictions; and
5. Impact of thin capitalization provisions in Kenya/overseas jurisdictions.
6. Overlaying the India tax implications on the comments/ inputs received from overseas offices and in case there are inefficiencies in the structure, engage in discussions to achieve a more favorable tax outcome;
7. Coordinating with tax advisors/ Consultant Network firms in overseas jurisdictions.
8. Undertaking review of inter-company agreements in alignment with the final structure:
9. Presenting the analysis to the POWERGRID management; and
10. Detailing the structure and implications on the shortlisted structure.

**Phase 3: Implementation of finalized structure and post implementation support**

Consultant shall provide the following assistance:

1. Assistance in incorporation and setting up of entity(ies) in Kenya/ intermediate jurisdiction;
2. Assistance in obtaining necessary tax registrations as applicable in Kenya/ intermediate jurisdiction;
3. Ongoing assistance in compliances required to be done with respect to Direct taxes, TP and Indirect taxes in Kenya/ intermediate jurisdiction by the JV/ O&M/ subsidiary entity, for a period of 1 year from incorporation of entity; and
4. Tax registrations to be obtained for the employees posted/ deputed in Kenya/ intermediate jurisdiction and advising on tax compliance and liability, thereof.

**Phase 4: Investment in other countries**

Consultant shall provide the assistance specified in Phase 1, 2 & 3 above with respect to proposed investments in other countries as well.

The above-mentioned scope of services shall cover the following legislations:

1. Income-tax Act, 1961 and Income-tax Rules, 1962 made thereunder;
2. Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations (‘OECD Guidelines – January 2022’) published by the Organisation for Economic Cooperation and Development (‘OECD’);
3. Double taxation avoidance agreement between India and Kenya (and as applicable between India and intermediate jurisdictions);
4. Foreign Exchange Management Act, 1999 including,
5. Foreign Exchange Management (Overseas Investment) Regulations, 2022
6. Foreign Exchange Management (Overseas Investment) Rules, 2022
7. Foreign Exchange Management (Overseas Investment) Directions, 2022 and
8. Other RBI regulations, as applicable.
9. Securities and Exchange Board of India (‘SEBI’) regulations, as applicable; and
10. Applicable overseas tax laws (the information provided in Phase 1 will be high-level and will need to be confirmed with local team in Phase 2).

**----- *End of ToR* ----**



**POWER GRID CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**SECTION-III: CONDITIONS OF CONTRACTS**

**FOR**

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

**(GeM Bid No.: GEM/2023/B/4218799)**

**SECTION – III: CONDITIONS OF CONTRACTS**

1. “**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya**” shall be done as per scope of work in Terms of Reference (TOR) provided in ‘Section-II’ of this RfP documents.
2. Bidders are requested to follow GeM terms and conditions (GTC) and it will govern the bidding conditions. However, if there is a conflict between the provisions of GeM GTC & this ATC document, the provisions of ATC shall prevail.
3. **Consignee mentioned in proposal is indicative only. Actual Consignee details shall be shared with successful bidder(s) during project execution.**
4. **Bidders are requested to quote the price on GeM portal only. The prices quoted by the bidder should include taxes and duties.** Bidders shall be required to submit details of break-up of individual BoQ prices along with SAC code and rate of GST in the **‘Financial document indicating price break-up’** as per the provision available on the GeM portal.
5. **Bidders shall not upload the BOQ with price details in technical part. The bids accompanied with price details in Technical part (First Envelope) shall be rejected.**
	1. **Definitions of Terms**

Unless defined otherwise, the following terms wherever used in this document shall have the following meanings:

1.1.1 ‘Owner’ or ‘Employer’ or ‘Company’ or ‘POWERGRID’ or ‘Client’ or ‘Purchaser’ shall mean the Power Grid Corporation of India Limited, Gurgaon, Haryana India (A Government of India Enterprise) and shall include their legal representatives, successors and permitted assigns.

1.1.2 ‘Officer’ or ‘Officer-in-Charge’ or ‘E.I.C.’ shall mean the officer appointed in writing by the Owner, to act as ‘Co-ordinator’ from time to time on behalf of the Owner. ‘Officer-in-Charge’ shall mean the officer authorized by the Client for inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.

1.1.3 ‘RfP Documents’ shall mean the Request for Proposal, Terms of Reference for consultants, the Conditions of Contract and Proposal Form, Attachments & Schedules, which subsequently forms a part of the contract alongwith such other documents as may be mutually agreed upon.

1.1.4 ‘Notification of Award’ means the official notice issued by the Purchaser through GeM Portal notifying the consultant that his proposal has been accepted.

1.1.5 “Contract Documents” means the documents listed in the Contract/purchase order created / issued on GeM including the additional terms & conditions therein.

1.1.6 “Effective Date” means the date of Notification of Award from which the time for completion shall be determined.

1.1.7 A ‘Week’ shall mean a continuous period of seven (07) days.

1.1.8 ‘Indian Rupees’ or the sign ‘Rs.’, INR shall mean the currency of the Government of India.

1.1.9 The ‘Government’ shall mean the ‘Government of India’ or an authorized representative/agency/department of the ‘Government of India’.

1.1.10 The word imparting singular shall also include the plural and vice-versa where the context so requires.

1.1.11 ‘Final Report’/Final Document’ or ‘Report’ will mean with final report or ‘document’ prepared by the Consultant as per RfP documents/ Contract.

1.1.12 ‘Month’ shall mean calendar month, ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each.

1.1.13 The title or heading shall not alter or affect the intent of scope of the clauses or articles of the documents.

1.1.14 ‘Person’ shall include firms, companies, corporation and association or bodies of individuals, whether incorporated or not.

1.1.15 ‘Consultant’ or ‘Technical Specialist’ or ‘Bidder’ shall mean the Firm/Agency/Bidder whose proposal has been accepted by the Employer for Award of the work and shall include his legal representatives, successors and permitted assignee.

1.1.16 ‘Consultancy Assignment’ or ‘Work’ or ‘Study’ or ‘Assessment’ or ‘Services’ shall mean the complete study/work as specified in the RfP Documents.

1.1.18 **THE DATE OF COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause of the document, contract shall be deemed to have been completed after issuance of the certification from Officer in Charge, that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.

1.1.19 “Contract Price” means the sum specified in the Contract/purchase order created / issued on GeM, subject to such additions or deductions therefrom, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the “Contract Price” means the sum specified in the Contract/purchase order created / issued on GeM.

* 1. **SELECTION OF CONSULTANT**

2.1.0 Power Grid Corporation of India Ltd. (POWERGRID) will select consulting firm/organization, called the ‘Consultant’ from amongst the eligible consultants/ bidders who have submitted their proposals in response to Request for Proposal (RfP), which is placed in Section - I, in accordance with the method of selection specified in these Conditions of Contract.

2.1.1 Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of proposals as per Clause 6.2.0 and at the time of Notification of Award as per Clause 11.0.0.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

1. “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process
2. “Bidder from a country which shares a land border with India” for this purpose means:
3. An entity incorporated, established or registered in such a country; or
4. A subsidiary of an entity incorporated, established or registered in such a country; or
5. An entity substantially controlled through entities incorporated, established or registered in such a country; or
6. An entity whose beneficial owner is situated in such a country; or
7. An Indian ( or other) agent of such an entity; or
8. A natural person who is a citizen of such a country; or
9. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
10. The beneficial owner for the purpose of (ii) (d) above will be under:
11. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means

 Explanation-

1. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
2. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;
3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
5. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
6. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
7. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

2.1.2 Further, the firm has to be a ‘**Class-I local supplier’** as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any

‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Presently, the local content requirement to categorize a supplier as **‘Class-I local supplier’** is **minimum 60%.**

**Firms who are not ‘Class-I local supplier ‘supplier’ shall not be eligible to bid.**

**The ‘Class-I local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I local supplier’, as the case may be and shall give details of the location(s) at which value addition is made. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.**

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time

2.1.3 Consultants/Bidders, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Purchaser of such event as below:

| Sr. No. | Event  | Period for which bid(s) shall be considered as non-responsive/ not eligible |
| --- | --- | --- |
| 1. | Termination of Contract due to Contractor’s default | 1 year |
| 2. | Encashment of CPG due to non-performance | 1 year |
| 3. | Repeated failure of major Equipment while in service  | 1 year |
| 4. | Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract | 1 year |
| 5. | More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor | 1 year |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*  | Till the firm comes out of Resolution process |

*\*For the purpose of working out 50% of the Contract, following shall be taken into account:*

*(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*

The Employer shall be the sole judge in this regard and the Purchaser’s interpretation on the aforesaid event(s) shall be final and binding.

Notwithstanding the above, in case any of the event(s) as per Clause 2.1.3 above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

2.2.0 The Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. A Consultant may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this Proposal; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Consultant, or influence the decisions of the Employer regarding this bidding process.

**2.3.0 Period of Validity of Proposal**

2.3.1 Proposals shall remain valid for the period of **180 days** after the date of opening of First Envelope Proposal, prescribed by the Employer, pursuant to Sub-Clause 6.2.5 given below. A Proposal valid for a shorter period shall be rejected by the Employer as being non-responsive.

2.3.2 In exceptional circumstance, the Employer may solicit the Bidder’s consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the validity of proposal security shall also be suitably extended. A Bidder may refuse the request without forfeiting its proposal security. A Bidder granting the request will not be required or permitted to modify its bid.

**3.0.0 CURRENCY OF PROPOSAL**

All prices quoted in the Proposal Schedule on GeM portal, should be in Indian Rupees only and all payments shall be made in the currency of Proposal.

**4.0.0 THE RfP DOCUMENTS**

4.1.0 The following documents constitute the RfP documents:

1. Section – I : Request for Proposals;
2. Section – II : Terms of Reference (ToR);
3. Section – III : Conditions of Contracts;
4. Section – IV : Forms and Attachments

4.2.0 This document is meant for exclusive purpose of submitting the offer by the Consultant against the RfP Documents and shall not be transferred, reproduced or otherwise used for the purposes other than for which it is specifically issued.

**5.0.0 VOID**

**6.0.0 Documents** **Comprising the Proposal**

 The Proposal should include a Letter of First Envelope Proposal along with its various Attachments/Forms (First Envelope Proposal) and a Letter of Second Envelope Proposal and its Schedules (Second Envelope Proposal) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

**I.** **Hard Copy part of the proposal:**

Hard copy part of the proposal shall comprise of following documents to be submitted in sealed envelope as part of First Envelope at the address mentioned below:

1. Proposal Security *(in Original)* or Online Payment Acknowledgement towards Proposal Security in accordance with Sub-Clause 6.1.0, in separate envelope or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with 6.1.2 below.

**Bidder may note that non-submission of Bid Security shall lead to outright rejection of their Bid.**

(ii) Power of Attorney

(iii) Integrity Pact

(iv) Undertaking regarding acceptance of Provisions of RfP documents & Unconditional Proposal as per the format provided in RfP documents to be submitted on the letter head of the Bidder.

(v) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order

(vi) Any other document specified, duly signed and stamped on each page

**Bidders shall note that no document is required to be submitted as part of Second (Price Part) envelope in Hard Copy.**

**II. Soft Copy part of the proposal:**

Soft copy part of the proposal shall comprise of following documents to be uploaded on the portal as per the provisions below:

**As part of First Envelope:** Letter of First Envelope Proposal (*Refer* ***Form No.1***), duly completed and signed by the Consultant, together with the following attachments as given in RfP documents:

1. **Attachment-1:** Proposal security/EMD *(Submission of Hard Copy in ‘original’ as per the format provided in RfP Documents-Refer* ***Form No.2****)* or Online Payment acknowledgment towards Proposal Security.
2. **Attachment-2:** Power of Attorney *(submission of Hard copy in “Original” and uploading of Scanned Copy)*.

A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and thus that the Proposal is binding upon the Bidder during full period of its validity, in accordance with Clause 2.0.0 above.

Further, bidder shall furnish copy of partnership deed, in case of partnership firm, Memorandum and Articles of Association, in case of limited company, ownership certificate in case of sole or proprietorship firm.

1. **Attachment-3:** Undertaking regarding unconditional acceptance of Provisions of RfP documents *(submission of Hard copy in “Original‟ and uploading of Scanned Copy)* (***Refer Form No.3***)
2. **Attachment-4:** Information for ex-employees of Purchaser in Bidder’s firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises ***(Refer Form No.4)***
3. **Attachment-5:** Declaration regarding Second Envelope Proposals ***(Refer Form No.5)***
4. **Attachment-6:** Confidentiality Undertaking *(uploading of Scanned Copy)* ***(Refer Form No.6)***
5. **Attachment-7:** Certification by the Bidder as per DoE Order *(uploading of Scanned Copy)* ***(Refer Form No.7)***
6. **Attachment-8:** Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100/- (***Refer Form No.8***)
7. **Attachment-9:** Declaration by the bidder regarding events encountered as mentioned at point no 7.4 above (***Refer Form No.9***)
8. **Attachment-10:** Integrity Pact (***Refer Form No.10***)

**As part of Second Envelope:**

Bidder has to quote the total price including Taxes & Duties on GeM portal only. Bidders shall be required to submit details of break-up of individual BoQ prices along with SAC code and rate of GST in the **‘Financial document indicating price break-up’** as per the provision available on the GeM portal.

Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

6.0.1 The prices (including taxes and duties) Quoted by Bidders on GeM portal shall be final and shall be considered for evaluation and award purposes.

**6.1.0 Proposal Security**

6.1.1 The Bidder shall furnish, except as exempted herein below, as part of its proposal, a proposal security in the amount **INR 4,08,000/-** shall be submitted to the Employer as per the terms and conditions of RfP Documents. The proposal security must be submitted in the form provided in the RfP Documents.

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of proposal Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of ‘Udyam Registration certificate’ with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for “MSE Purchase Preference” in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

**MSE Bidder is not L1**

In case an MSE Bidder (based on the documents submitted in the Bid) is not a L1 Bidder and further has not claimed “MSE Purchase Preference” in GeM for the specific package, GeM considers them as Non MSE Bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE Bidders as per the GeM procedures/policies.

**MSE Bidder is L1**

In case an MSE Bidder (based on the documents submitted in the Bid) is L1 Bidder and further has not claimed “MSE Purchase Preference” in GeM for the specific package, GeM considers the Bidder as Non MSE Bidder and mandatorily gives option to send price match request to other eligible MSE bidders (falling within %15 of L-1 bidder). Based on the outcome of the price matching, L1 Bidder is displayed in the Portal for POWERGRID to take a decision on whom to award the package. In such a case, the Bidder shall be treated as Non-MSE bidder as per the GeM procedures/policies.

Those MSE Bidders (based on the documents submitted in the Bid) who have not claimed “EMD exemption” in GeM for the subject package, EMD exemption benefits shall not be extended as per the GeM procedures/policies.

6.1.2 The proposal security shall, at the bidder’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer i.e. ‘Power Grid Corporation of India Limited’ payable at Delhi/Gurgaon or a bank guarantee from a reputed bank selected by the bidder. The format of bank guarantee shall be in accordance with the form of proposal Security included in the RfP documents, Proposal Security shall be valid up to **14/08/2024** or any other date as subsequently requested under clause 2.3.2 above.

Alternatively, if proposal security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website [www.powergrid.in](http://www.powergrid.in). While making online payment towards proposal Security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

|  |  |
| --- | --- |
| Payment Category | EMD |
| Sub-category | EMD payment-CC |
| Name of Depositor | Name of the Bidder (name of the Sole bidder) |
| Vendor Code, if applicable  | POWERGRID vendor code of the bidder, if existing (vendor code of the Sole bidder)  |
| Payment Remarks | Proposal Security for ………….. [enter the name of the package] |

The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted along with hard copy part of the proposal. The online payment facility shall be for payment in Indian Rupees only.

6.1.3 Any proposal not accompanied by an acceptable proposal security or Online Payment Acknowledgement towards proposal security (along with the bid or subsequently pursuant to clause 6.2.5.2 below, except as exempted at 6.1.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to clause 8.4.0 below.

6.1.4 The proposal securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the proposal validity period.

6.1.5 The successful Bidder shall be required to keep its proposal security valid for a sufficient period till the performance security(ies) pursuant to clause 12.0.0 are furnished to the satisfaction of the Purchaser. The proposal security of the successful Bidder will be returned when the Bidder has furnished the required performance security as per RfP documents.

6.1.6 The proposal security may be forfeited

1. if the Bidder withdraws its bid during the period of proposal validity; or
2. in the case of a successful Bidder, if the Bidder fails within the specified time limit
3. to accept the Award, in accordance with bidding documents, or
4. to furnish the required performance security(ies), in accordance with clause 11.2.0 of Section-III Conditions of Contract and/or to keep the proposal security valid as per the requirement of clause 6.1.5 of Section-III Conditions of Contract.

 6.1.7 No interest shall be payable by the Purchaser on the above proposal Security.

**6.2.0 SUBMISSION**, **RECEIPT AND OPENING OF PROPOSALS**

**6.2.1 Sealing and Marking of Proposals**

As per 6.0.0 above, the Bidders shall upload the soft copy part of the proposal as per the provisions of the Portal and submit the hard copy of Power of Attorney, Undertaking regarding acceptance of Provisions of RfP documents & Unconditional Proposal and Certificate to the effect that the bidder has not been black-listed/debarred/dis-qualified by any regulatory/statutory body and no Conflict of Interest duly marked as hard copy part of First Envelope Proposal in the following manner:

Envelope-1: Proposal Security or Online Payment Acknowledgement towards Proposal Security or documentary evidence in support of exemption of Proposal Security

Envelope-2: Power of Attorney and any other documents as required

Envelope-3: Undertaking regarding acceptance of Provisions of RfP documents & Unconditional Proposal

Envelope-4: Affidavit of Self certification regarding Minimum Local Content under PPP-MII order, if applicable

Envelope-5: Integrity Pact

6.2.2 **Submission of Proposals**

The envelope shall

(a) be addressed to the Owner at the address given below; and

(b) bear the package name/title and number indicated in the ‘Request for Proposal’, and the statement “Do Not Open Before [*date*],” to be completed with the time and date as specified below:

Address for submission of Hard copy of Documents;

Address in Person or by Post:

**GM (CS-G5)/Sr. DGM (CS-G5)/Manager (CS–G5)**

 Power Grid Corporation of India Limited

 ‘Saudamini’, 3rd Floor, Plot No.-2, Sector-29

Gurgaon (Haryana) - 122001.

Deadline for submission of Soft copy part of Proposal is:

Date: **08/12/2023**

*[*Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].

Deadline for submission of Hard copy part of Proposal:

Date : **08/12/2023**

Time: up to 11:00 hours [Indian Standard Time (e-procurement server time)]

Proposal submission timelines will be defined as per the e-Procurement server clock only.

Bidders may submit any other documents which they consider relevant along with First Envelope.

All the envelopes shall also indicate the name and address of the Bidders so that the proposal can be returned unopened in case it is declared “late.”

6.2.2.1 If the envelope is not sealed and marked as required by clause 6.2.1 above, the Owner will assume no responsibility for the Proposal’s misplacement or premature opening.

6.2.2.2 In case, pursuant to Ministry of Finance, GOI’s Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Proposal security) to be issued using SFMS Platform are as given below:

|  |  |  |
| --- | --- | --- |
|  **Name of the Bank and Address** | **IFSC Code** | **POWERGRID Current A/c No.** |
| State Bank of India, 4th & 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001  | SBIN0017313 | 10813608670 |
| ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram | ICIC0002451 | 000705002702 |

Note: *Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform*.

In case of Bank Guarantee (towards Proposal security) verification through SFMS facility of ICICI Bank, the applicant has to also provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

In addition to the above, the Bank Guarantee (towards Proposal security) should be submitted in the Physical form as specified in Clause 6.1.0 above.

**6.2.2.3 SIGNATURE OF PROPOSALS**

6.2.2.3.1 The offer must contain the name, designation, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the Consultant with his usual signature.

6.2.2.3.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

6.2.2.3.3 Offers by corporation/company must be signed with the legal name of the corporation/company by the President. Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such corporation/company in the matter.

6.2.2.3.4 The power of attorney in the name of the person signing on behalf of the Consultant shall be furnished alongwith the offer.

6.2.2.3.5 The Bidder’s name stated on the proposal shall be the exact legal name of the firm.

6.2.2.3.6 Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the Proposal.

**6.2.3 Deadline for submission of Proposals:**

6.2.3.1 Soft copy of the proposal shall be uploaded through the GeM Portal at or before the submission time and date as stipulated in the RfP document. Hard copy of documents stipulated at Cl. 6.0.0 (I) above, must be received by the Owner at the address specified no later than the time and date stated in the under Sub-Clause 6.2.2 above. In the event of the specified date for the submission of proposals being declared a holiday for the Owner, the proposals will be received/uploaded upto the appointed time on the next working day.

6.2.3.2 The Employer may, at its discretion, extend this deadline for submission of proposals by amending the RfP Documents in accordance with Sub-Clause 5.2.0 above for the reasons specified therein at any time prior to opening of proposals by the Employer pursuant to Sub-Clause 5.4.0, in which case all rights and obligations of Employer and consultants will thereafter be subject to the deadline as extended.

 Further the Employer also reserves the right to extend Proposal submission timeline or recall the tender if Portal’s server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the Proposal submission due date.

**6.2.3.3 VOID**

**6.2.4 Modification and Withdrawal of Proposals**

6.2.4.1 Bidder may modify its Proposals through the relevant provisions on the Portal. The Bidder may modify or withdraw its Proposal after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for Proposal submission.

6.2.4.2 The Bidder’s modifications shall be done as per the relevant provision of portal therein.

6.2.4.3 Bidder may withdraw its Proposal through the relevant provisions of portal only.

6.2.4.4 No Proposal may be withdrawn in the interval between the Proposal submission deadline and the expiration of the Proposal validity period. Withdrawal of a Proposal during this interval may result in the forfeiture of Bidder’s proposal security, pursuant to Clause 6.1.6 above.

**6.2.5 Opening of Proposals:**

Opening of proposals shall be done in line with the provisions of GeM.

**6.2.5.1 VOID**

**6.2.5.2 Clarification of Proposals**

During proposal evaluation, the Owner may, at its discretion, ask the Consultant for a clarification of its proposal. In case of erroneous/non submission of documents related to/identified in Sub-Clause 6.0.0(II) (b), (c), (d), (e), (f), (g), (h), (i) & (j), Online Payment acknowledgment towards Proposal Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the Proposal) and documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant Clause 6.1.2 above, required to be submitted by the Consultants as per the provisions of the RFP Documents, the Owner may give the Consultant not more than 7 working days notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

**6.2.5.3 VOID**

**7.0.0** **PRICE BASIS AND BASIS OF EVALUATION**

**7.1.0 PRICE BASIS**

7.1.1 **The Bidder shall quote their Proposal Price in Indian Rupees for the scope of work** as specified in the Section-II: TOR of RfP Documents, on GeM portal. Further, such Proposal Price of the Consultant covers all the Consultants’ obligations mentioned in or to be reasonably inferred from the RfP Documents to successfully execute the intended services, on a “single responsibility” basis.

7.1.2 The Proposal Prices quoted by the Bidder shall be **fixed** during the performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as nonresponsive and rejected.

7.1.3 Further, in addition to the Consultancy fee quoted by the Consultant, administrative expenses and Out of Pocket Expenses (OPE) incurred for travel & stay shall be reimbursed by POWERGRID as per actual against documentary evidence.

7.1.4 The Proposal Prices quoted by the Bidder shall be inclusive of applicable GST. Owner shall, however, be making deductions, at source as per relevant Laws/ other applicable laws in India, if any.

7.1.5 The quoted prices shall be deemed to cover for the full scope as aforesaid, including overhead and profits. The Proposal price shall include all man-day charges including deputation, equipment charges and any other incidental charges (directly or indirectly), for successful completion of the work.

7.1.5 The Bidder has to submit the proposal strictly in accordance with the RfP Documents and the Letter of Proposal(s) alongwith all its attachments and schedules have to be filled in clearly and exhaustively, failing which the proposals are liable to be rejected without any reference to the Bidder.

7.1.6 POWERGRID do not bind themselves to accept the lowest of any offer or to give any reasons for their decision.

7.1.7 The Bidder shall furnish the details of Bank Account in the prescribed format along with Proposal in order to facilitate the Owner to release payments electronically through Electronic Fund transfer System, wherever technically feasible.

**7.2.0 BASIS OF EVALUATION**

 Cost Based Selection (CBS) method shall be used to evaluate the Consultancy proposals. The bids, of those Bidders who are not eligible in line with clause 2.0.0 above, shall be rejected during evaluation. The eligible Bidders who submit substantially responsive proposals conforming to the RFP shall be taken up for further evaluation as per clauses herein below.

7.2.1 **EVALUATION CRITERIA**:

1. PHASE 1: PRELIMINARY EXAMINATION:

 The following requirements shall strictly be complied by the Bidders.

1. The Employer will examine the Proposals to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
2. Proposals of only those Bidders, who quote for the complete scope of work as described in the RfP Documents, shall be considered.
3. Proposals taking any exception to scope of work and any conditions specified in the RfP documents shall be liable for rejection.
4. Proposal should be submitted strictly as per the prescribed format. Proposals not in the prescribed format are liable for rejection.
5. Any Proposal not accompanied with ‘Undertaking regarding Unconditional acceptance of the provisions of RfP documents’ (Attachment-3) **or furnished subsequently pursuant to Clause** 6.2.5.2 aboveshall be rejected by the owner as non-responsive.

If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1. EVALUATIONOF SECOND ENVELOPE (PRICE PART):
2. The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to qualification and techno commercial evaluation.

The comparison shall include the applicable taxes, duties and other levies.

**7.2.2 e-Reverse Auction (e-RA)**

 The electronic Reverse Auction (e-RA) is not applicable for this package.

**8.0.0 VOID**

**9.1.0 Confidentiality**

 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Bidders who submitted Proposals or to other persons not officially concerned with the bidding process until the winning firm has been notified and contract awarded.

**9.2.0 Owner’s Right to Accept any Proposal and to Reject any or all Proposals**

 The Owner reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidders.

**10.0.0 Award Criteria**

10.1.0 Subject to Clause 9.2.0 above, the Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose Proposal has been determined to be substantially responsive and to be the lowest evaluated Proposal.

10.2.0 The mode of contracting with the successful bidder will be as per below:

 The successful Bidder, determined as per Sub-Clause 10.1.0 above, shall be awarded a single contract for the entire scope of works for providing all services as specified in the Contract Documents.

**11.0.0 Notification of Award**

**11.1.0 Notification of Award**

GeM generated Contract which shall also be referred as ‘Notification of Award (NOA)’.

**11.2.0 VOID**

**12.0.0 CONTRACT PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY**

12.1.0 The successful Bidder to whom the work is awarded shall be required to furnish a Contract Performance security in favour of the Owner. The performance security shall, at the Consultant’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Owner or in the Form of unconditional Bank Guarantee in proforma enclosed as ***Annexure-B***, to this Conditions of Contract, from a bank acceptable to the owner, within twenty eight (28) days after the date of Notification of Award of the contract.

Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website [www.powergridindia.com](http://www.powergridindia.com). While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

|  |  |
| --- | --- |
| Payment Category | Performance Security  |
| Sub-category | Performance Security Payment–CC |
| Name of Depositor | Name of the Contractor etc. |
| Vendor Code, if applicable  | POWERGRID vendor code of the Contractor etc., if existing  |
| Payment Remarks | Performance Security for ………….. [*enter the name of the contract and last four digits of the CA number]* |

The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted by the Consultant. The online payment facility shall be for payment in Indian Rupees only.

12.1.2 No interest shall be payable by the Owner on the performance Security.

12.1.3 During execution of contract the Consultant, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Owner of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.

12.1.4 The Bank Guarantee for Performance Security are to be provided by the Consultant, which should be issued either:

(a) by a Public Sector Bank located in India, or

(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or

(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Owner, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating Consultant. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India.

The guarantee amount shall be equal to ten percent (10%) of the total Contract Price in accordance with the terms and conditions specified in the contract and in the RfP documents. The Contract performance Guarantee shall be valid till the expiry of Ninety (90) days beyond scheduled date of final acceptance of work (i.e. till date of expiry of validity of Contract). However, if the contract period is extended then the validity of the Contract Performance Guarantee is to be correspondingly extended by the Consultant.

The contractor has the option to submit BG (towards Performance Security) using SFMS Platform.

The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

|  |  |  |
| --- | --- | --- |
|  Name of the Bank and Address | IFSC Code | POWERGRID Current A/c No. |
| State Bank of India, 4th & 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001  | SBIN0017313 | 10813608670 |
| ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram | ICIC0002451 | 000705002702 |

*Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.*

In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

**Additional Performance Security(ies):** Not Applicable.

In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified in Clause 12.1.0. above

12.2.0 The Contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the RfP documents.

12.3.0 The Contract Performance Guarantee will be returned to the Consultant, without any interest, at the end of validity period as mentioned at 12.1.0 above and on successful completion of scope of the work, whichever is later.

**13.0.0** **TERMS OF PAYMENTS**

13.1.0 In accordance with the provisions of RfP documents, the Owner shall pay the Consultant in the following manner and at the following times after submission of Performance Security as per para 12.0.0 above. Payments will be made in the currencies quoted by the Consultant unless otherwise agreed between the parties. The Consultant may make applications for payment in respect of part deliveries as work proceeds.

13.2.0 All payments under the Contract for the services rendered shall be released, on stage-wise completion of the services.

 The payment to the consultant shall be regulated as below:-

1. **Initial Payment:** 60% (Sixty Percent) of the total lumpsum price of respective Phase on submission of draft report.
2. **Final Payment:** 40% (Forty Percent) of the total lumpsum price of respective phase on submission of Final report with delivery of presentation and acceptance by POWERGRID

 It's important to note that the above payment terms are tentative and can be adjusted based on the specific requirements of the project and the procurement rules and regulations of POWERGRID. The payment terms will be detailed in the contract agreement between POWERGRID and the consultant.

13.3.0 The above payments shall be made after deducting therefrom such other amounts as may be deductible or recoverable under the Contract.

13.4.0 No interest is admissible on amounts payable by the Owner.

13.5.0 Further, in addition to the Consultancy fee quoted by the Consultant, administrative expenses and Out of Pocket Expenses (OPE) expenses incurred for travel & stay shall be reimbursed by POWERGRID as per actual against documentary evidence.

**14.0.0** **PROCEDURE OF PAYMENT**

14.1.0 All payments shall be made against GST invoices to be raised by the Consultant(s) as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Consultant fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

 All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Officer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted. The Owner shall pay to the consultant all the payments and other costs within fifteen (15) days of certification of the Officer-in-Charge of the amount payable for the services. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account furnished by Consultant alongwith their Proposal. In the event, there is any query in respect of any item of such invoice requiring clarification, the Officer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavour to reach an agreement within a period of 30 days thereafter. If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Officer-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e. within seventy five (75) days from the date of receipt of invoice by the Officer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

 POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

14.2.0 **Bill Tracking System**

Prior to submission of bills in physical form, the Firm shall submit its bills using POWERGRID’s Vendor Bill Tracking System as per procedure detailed herein below. Further, the FIRM may also track the status of its bills using POWERGRID’s ‘On-line Vendor Bill Tracking System’. To use this system the Firm is required to get itself registered once online at POWERGRID’s ERP Portal with the link URL (<https://etender.powergrid.in>). Once registered, the FIRM may track status of bills submitted, passed and paid by POWERGRID’s Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

1. Once registered, the Firm can log-in to POWERGRID’s Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.
2. After login as at (a) above, Firm is required to make the entry on POWERGRID’s ERP Portal under the tab “Submit New Invoice” and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Firm will receive an automated e-mail forwarding the unique BTS number.
3. The physical bills along with printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Firm.
4. On receipt of physical bill, concerned POWERGRID’s official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Firm intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Firm by POWERGRID, which can be viewed under the tab “Invoice Returned”.
5. The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Bidder.
6. The status of Bill submitted by the Bidder can be checked through the BTS number under tab “Invoice Submitted”.

**15.0.0 WORK SCHEDULE**

 Time is the essence of the contract and the work schedules for the assignment shall be strictly adhered to, as below:

|  |  |  |
| --- | --- | --- |
| **Phase** | **Activities** | **Time period for submission of Report** |
| Phase - 1a | Setting up of Joint venture entity | 30 days from NOA |
| Phase – 1b | Setting up of entity for operation and Maintenance (O&M) of the project |
| Phase – 2 | Validation of overseas structure |
| Phase - 3 | Implementation of finalized structure and post implementation support | 30 days from Letter of confirmation from Employer |
| Phase - 4 | Investment in other countries | 30 days from Letter of confirmation from Employer |

**The bidder(s) shall quote for all phases i.e. Phase-1 to Phase-4, but decision regarding implementation of Phase-3 & 4, shall be taken based on understanding of the circumstances at that moment in the interest of the project. Further, the validity of contract shall be 12 months with provisions of additional 12 months at same rate, terms and conditions.**

**16.0.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

16.1.0 The Consultant guarantees that it shall attain Completion of the work within the Time for Completion as specified in RfP documents.

16.2.0 If the Consultant fails to comply with the Time for Completion in accordance with Clause 15.0.0 above for the entire scope of work as per RfP documents, (or a part for which a separate time for completion is agreed) then the Consultant shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price for the entire scope of work, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Completion Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the entire scope of work, (or a part for which a separate time for completion is agreed).

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Consultant and said amount will be payable without proof of actual loss or damage caused by such default.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

**1**6.3.0 No bonus will be given for earlier Completion of the entire scope of work or part thereof.

**17.0.0 LIABILITY OF THE CONSULTANT**

17.1.0 Any mistake or inadequacy appear in the documents submitted by the consultant, the consultant shall perform at its own initiative and no extra cost to POWERGRID, all such services as shall be necessary to remedy the said mistake or inadequacy.

17.2.0 The Consultant shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually received by the Consultant.

17.3.0 Consultant shall indemnify and hold harmless POWERGRID against any and all claims, demands, and/or judgements of any nature brought against POWERGRID arising out of the services by Consultant and it's staff under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

**18.0.0 TAXES, DUTIES AND INSURANCE**

18.1.0 All the Bidders are requested to familiarize themselves with the Laws, Rules and Regulation prevailing in India and consider the same while developing and submitting their Proposals. Further, all charges such as but not limited to insurance charges, license fees, etc. as applicable to the subject contract shall be included in the quoted price. POWERGRID shall not bear any expenditure, whatsoever on this account. **The liability of POWERGRID shall only be limited to payment of applicable GST.**

 However, if there is difference in SAC classification and corresponding rate of GST of an item as quoted by the bidder in its proposal and SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Consultant shall be lower of the GST applicable at the rate as quoted in the proposal or actual GST paid/payable by the bidder for that item.

 Further, if, after the date three (03) days prior to the date of proposal Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Consultant, the Contract Price shall be correspondingly increased or decreased to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Owner and the Consultant for supply services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Consultant for which the Owner shall be the sole judge.

18.2.0 Tax liability, if any, on deputation of any of the consultant’s Personnel or associates or experts to India or abroad shall also be borne by the consultant and shall be the responsibility of the Consultant as per Tax Laws of India.

18.3.0 The Consultant shall be liable to take /maintain all necessary insurances at its own cost.

18.4.0 Income Tax, Surcharge on income tax and other corporate taxes, including cess wherever applicable, the Consultant shall be responsible for such payments to the concerned authorities. The Owner is entitled to deduct TDS as per the Government Policies/tax rules and regulations.

**19.0.0** VOID

**20.0 SETTLEMENT OF DISPUTE**

20.1.0 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the Officer-in-charge subject to a written appeal by the consultant to the Officer-in-charge whose decision shall be final to the parties hereto.

20.2.0 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

20.3.0 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause No. 21.0.0 herein below.

**21.0.0 ARBITRATION**

21.1.0 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration.

 The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

 **Sole Arbitration**

 The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

|  |  |  |
| --- | --- | --- |
| Sl no | Claim amount  |  Work Experience/Qualifications  |
| 1 | < Rs. 10 Crore | Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges. |
| 2 | Rs.10 Crore- Rs.25 Crore | Sole arbitrator- Retired High Court/Supreme Court Judges |

1. In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as “Sole Arbitrator”, which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.
2. In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID’s website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as “Sole Arbitrator”, which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a **notice** from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

**Three member arbitral tribunal**

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

The cost of arbitral proceedings inter-alia including the Arbitrators’ fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator’s fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

21.2.0 Notwithstanding the existence of any dispute or difference and/or reference for arbitration, the Bidder shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Bidders shall not be withheld by the owner on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

21.3.0 The Arbitrators may from time to time with consent of the parties enlarge the time for making and publishing the award.

21.4.0 The **venue** of arbitration shall be Head Quarters of POWERGRID at Gurgaon.

**22.0.0 TERMINATION**

22.1.0 TERMINATION FOR DEFAULTS:

22.1.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or in part:

1. if the consultant fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the Owner in writing.
2. if the consultant fails to perform any other obligation(s) under the contract; or
3. if the consultant in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from the Owner.

22.1.2 In the event of Owner terminating the contract in whole or in part, pursuant to clause 22.1.1. the Owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the consultant shall be liable to the Employerfor any excess costs for such similar services subject to ‘limitation of liability’ applicable under Clause 17.0.0 above. However, the consultant shall continue performance of the contract to the extent not terminated.

22.2.0 **TERMINATION FOR CONVENIENCE**

22.2.1 The Owner may be giving written notice to the consultant, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for Owner’s convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

22.2.2 The services that are completed and ready for final submission within thirty days after the consultants receipt of notice of termination shall be accepted by the Owner at the contract terms and prices. For the remaining services, the Owner may elect:

1. to have any portion completed and delivered at the contract terms and provisions and /or
2. to cancel the remainder and pay to the consultant an agreed amount for partially completed services.

22.3.0 **TERMINATION FOR INSOLVENCY**

22.3.1 The Owner may at any time terminate the contract by giving written notice to the consultant, without compensation to the consultant, if the consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

**23.0.0 GOVERNING LAWS**

 This consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts shall have the exclusive jurisdiction.

**24.0.0 SUSPENSION OF THE OBLIGATION**

24.1.0 The obligations stipulated in this RfP documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in clause No. 25.0.0 herein below or as a result of an agreement between the parties.

24.2.0 In the event of Force Majeure, neither of the Parties may be considered in default of its obligations under the terms of the RfP documents.

**25.0.0 FORCE MAJEURE**

25.1.0 Force Majeure is hereby defined as any cause which is beyond the control of the consultant or the **owner** as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.

b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes

 provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

25.2.0 The consultant or the **owner** shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after consultants performance of his obligations has been delayed for other causes.

**26.0.0 HANDLING OF DOCUMENTS**

26.1.0 All documents prepared by the consultant in connection with the services to be provided by the consultant shall be the property of the **owner**. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the **owner** before final acceptance or thereafter. The consultant can retain one copy of the documentation (including working papers) relating to advice or report it may provide as a part of this assignment subject to confidentially obligation specified in clause 26.2.0. Further, the documents to be handed over the owner would not include the internal checklist and discussion/review notes prepared.

26.2.0 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by him from POWERGRID under terms of the contract or in performance thereof.

26.3.0 The consultant shall not prepare articles or photographs for publication or speeches about the work and/or plant, contracts and installation in which POWERGRID has an interest without prior written consent of POWERGRID

26.4.0 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

**27.0.0 ABANDONMENT OF WORK**

 If any work included in the scope of RfP documents to be done by the consultant is abandoned or suspended for any cause or reasons which cannot be attributed to the consultant, payment shall be made on a pro-rate basis for the work actually done and reported by him.

**28.0.0 SUB-CONTRACT**

 The consultant shall not assign or sub-contract any portion of this work without the prior written consent of POWERGRID.

**29.0.0 BANKRUPTCY**

29.1.0 If the consultant has become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purposes only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, POWERGRID shall be at liberty.

1. to terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the consultant may become vested.
2. to give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment upto an amount to be determined by POWERGRID.

**30.0.0 PROGRESS REPORT**

30.1.0 The consultant shall prepare and submit to the Officer-in-Charge progress report fortnightly, showing the progress and status of the ‘Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Officer-in-Charge. Draft formats of progress reports shall be finalized in consultation with the Officer-in-Charge.

30.2.0 It is understood that submission of such reports and reviews thereof by POWERGRID shall not absolve the consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

30.3.0 Review meetings will be held as and when required either in POWERGRID office or Consultant’s office and progress of work will be reviewed.

**31.0.0 OWNER’S RIGHT**

 Owner reserves the right for the following:-

31.1.0 Rejection of any or all offers without assigning any reason whatsoever.

31.2.0 Rejection of any offer with incomplete scope of works or which is an incomplete offer in the opinion of the Employer.

31.3.0 Review of the work performed by the consultant either by Employer or through another consultant separately appointed by Owner and ask for any clarification and changes/modifications to the work performed by the consultant. Such changes shall be mutually discussed and agreed between the Owner and the consultant and the same shall be incorporated by the consultant in his work without any cost to the Employer and without any dilution of the responsibility of the consultant.

31.4.0 Seek changes in the consultant’s personnel deployed for the assignment on grounds of quality of work, timely completion or other reasons. Such changes shall be mutually discussed and agreed between the Owner and the consultant without any cost to the Owner and without any dilution of the responsibility of the consultant. Further, the replaced personnel shall have similar or higher competency level and designation.

**32.0.0 CORRESPONDENCE AND CONTRACT CO-ORDINATION PROCEDURE**

 All correspondence during execution of the contract shall be made as per following procedure:

32.1.0 On all matters pertaining to execution of the contract, the consultant shall directly interact with the Officer-in-Charge.

32.2.0 All correspondence from the **owner** to the consultant shall be made with the full-time coordinator to be identified by the consultant and agreed by owner.

**33.0.0 LANGUAGE**

 The offer must be submitted in English language. All documents, specifications, schedules, notices correspondences or any other written material in connection with this work shall be in English language.



**POWER GRID CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**SECTION-IV: FORMS & ATTACHMENTS**

**FOR**

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

**(GeM Bid No.: GEM/2023/B/4218799)**

**Bidding Forms/Attachments to SECTION-II**

1. Letter of First Envelope Proposal

Proposal Ref. No.: …………………………

Date: ………………………………

To:

Contract Services

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2

Sector-29,

Gurgaon (Haryana) – 122001

Name of Package: Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.

GeM Bid No: GEM/2023/B/4218799

Dear Ladies and/or Gentlemen,

* 1. Having examined the RfP Documents, including Amendment/Addenda the receipt of which is hereby acknowledged, we the undersigned, offer to deliver services as per provisions of Terms of Reference under the above-named package in full conformity with the said RfP Documents. In accordance with provisions of the RfP Documents, we hereby submit our Proposal, in two envelopes i.e. First Envelope & Second Envelope (to be opened subsequently).
	2. We meet eligibility requirements and have no conflict of interest in accordance with Clause 7.0 Section-II (Instruction to Bidders).
	3. We shall render all the services under the subject assignment from within India only. However, if any of the service required from abroad, have been included in our prices.
1. Attachments to the Letter of First Envelope Proposal:
	1. In line with the requirement of the RfP Documents, we enclose herewith the following Attachments to this Letter of Proposal:

|  |  |  |  |
| --- | --- | --- | --- |
| (a) | Attachment 1: | Proposal Security | Submitted along with bid(Yes/No) |
| (b) | Attachment 2: | A written confirmation/Power of Attorney duly authorized by a Notary Public indicating that the person(s) signing the Proposal have the authority to sign the Proposal and thus that the Proposal is binding upon us during the full period of its validity in accordance with the Clause 2.3.0 of Section-III of RfP documents. |  |
| (c) | Attachment 3: | Undertaking regarding unconditional acceptance of Provisions of RfP documents |  |
| (d) | Attachment 4: | Information for ex-employees of Purchaser in Bidder’s firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises. |  |
| (e) | Attachment 5: | Declaration regarding Second Envelope Proposals |  |
| (f) | Attachment 6: | Confidentiality Undertaking |  |
| (g) | Attachment 7: | Certification by the Bidder as per DoE Order in line with Clause 2.1.1 |  |
| (h) | Attachment 8: | Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order (submission of Hard Copy in ‘Original’), to be submitted on a non-judicial stamp paper of Rs. 100/-. |  |
| (i) | Attachment 9: | Declaration by the Bidder regarding events encountered pursuant to Clause 2.1.3 |  |
| (j) | Attachment 10: | Integrity Pact. |  |

1. We are a Micro and Small Enterprise (MSE) registered with ………………………………….., a designated Authority of GoI under the Public Procurement Policy for MSEs Order, 2012, Notification dated 01/06/2020 and 26/06/2020 including subsequent amendments, read in conjunction with related notifications issued from time to time for such enterprises. (To be filled by MSE Company only) (Strike-off this para if NOT APPLICABLE)
2. We have understood the instructions and the terms and conditions mentioned in the enquiry furnished by you and have thoroughly examined the terms and conditions laid down by you in the RfP documents for Empanelment of consultant and are fully aware of the nature of consultancy services required.
	1. We have understood the instructions and the terms and conditions mentioned in the enquiry furnished by you and have thoroughly examined the terms and conditions laid down by you in the RfP documents for Engagement of Consultant and are fully aware of the nature of services required.
	2. We declare that as specified in Clause 7.1.0 of Section-III: Conditions of Contracts of RfP Documents, prices quoted by us on GeM portal shall be Firm & Fixed and shall not be subject to any adjustment during currency of the Contract.
3. We declare that our quoted price includes all charges including GST. We further agree that the entered prices shall be deemed to cover for the full scope as aforesaid, including overheads and profits. We also declare that the above quoted lumpsum fee includes all man-day charges, equipment charges and any other incidental charges (directly or indirectly), for successful completion of the work as per the RfP document.
4. We confirm that we shall get registered with the concerned Tax Authorities, as applicable.
5. We declare that we are making the offer on a single source responsibility basis.
6. Our Proposal shall remain valid for acceptance for a period of 06 (Six) months after the date of opening of the First Envelope Proposal.
7. Until a formal Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
8. We have not made any deviations from the requirement of the RfP document and we have also not made any tampering or changes in the RfP documents on which the Proposal is being submitted and if any tampering or changes are detected at any stage, we understand the Proposal will invite summary rejection /the contract will be liable to be terminated, even if Award has been issued.
9. We understand that you are not bound to accept the lowest or any Proposal you may receive.
10. We hereby declare that only the company, persons of firms interested in this proposal as principal or principals are named herein and that no other company person or firm other than the one mentioned herein have any interest in this proposal or in the contract to be entered into, if are awarded this contract, and that this proposal is made without any connection with any other persons, firm or party, likewise submitting a proposal and that this proposal in all respect for and in good faith without collusion or fraud.

Thanking you, we remain,

Yours faithfully,

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation:Common Seal: |

1. PROPOSAL SECURITY FORM

*((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank.* *For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No.: ........................…

Date: ...................……...

To: *(insert Name and Address of Employer)*

WHEREAS M/s. …. *(Insert name of Bidder)……* having its Registered/Head Office at ….. *(Insert address of the Bidder)* ……….. (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Proposal for the performance of the Contract for ‘***Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya****’,* under **GeM Bid No: GEM/2023/B/4218799** (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the issuing bank)* ……… having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*…….. (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto Power Grid Corporation of India Limited (hereinafter called "the Employer") in the sum of ....................*(insert amount of Bid Security in figures & words)*.......................... ............................……………. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ............... day of ............... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its Proposal during the period of proposal validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to clause 8.0.0 of Section-III, Conditions of Contract; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with 11.2.0 of Section-III, Conditions of Contract, or

(ii) To furnish the required performance security, in accordance with clause 12.0.0 of Section-III (Conditions of Contract).

 or

(6) In any other case specifically provided for in RfP documents.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ……….. ***(insert date in line with clause 6.1.2 of Section-III, Conditions of Contract)****……..*, and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_\_\_\_\_ (*value in figures*)\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*value in words*)\_\_\_\_\_\_\_\_\_\_\_\_].

2. This Bank Guarantee shall be valid upto *\_\_\_\_\_\_\_\_(validity date)\_\_\_\_\_\_\_\_\_\_.*

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_\_\_\_ (*validity date*) \_\_\_\_\_\_\_\_\_\_

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POA Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

1. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 6.2.2.2 in RfP documents in their Trade Finance Portal.**

 **Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

**“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”**

1. Undertaking regarding acceptance of Provisions of RfP documents

Bidder’s Name and Address (The Consultant)

Name: …………………………

Address: ……………………….

……………………….

……………………….

To:

Contract Services

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2, Sector-29,

Gurgaon (Haryana) – 122001

Name of Package: Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.

GeM Bid No: GEM/2023/B/4218799

Dear Sir,

1. With reference to our Proposal Ref. No : ………………….. dated ……………. for Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya; GeM Bid No: GEM/2023/B/4218799, we hereby confirm that the provisions of RfP Documents, read in conjunction with Amendment(s)/Clarification(s) (if any) issued by POWERGRID are acceptable to us and we have not taken any deviation in this regard.
2. We confirm that any deviation to RfP Documents and its subsequent Amendment(s)/ Clarification as mentioned at 1.0 above, found anywhere in our Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to POWERGRID.
3. Further, we hereby confirm that :
4. there are no discrepancies/inconsistencies and deviations/ omissions/ reservations to the RfP Documents, in the Second Envelope Proposal;
5. the description of items and the unit thereof in the price schedule in the Second Envelope Proposal are in conformity with those indicated in the price schedule of the RfP Documents without any deviation to the specified scope of work.
6. We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to POWERGRID. However, in case of any arithmetical errors, the same shall be governed as per the provision of Clause 8.0.0 of Section-III: Conditions of Contracts of the RfP documents.
7. We hereby agree to enter into a Confidentiality Undertaking (as per the format enclosed at Annexure-A to Section-III: Conditions of Contract of the RfP documents) at the time of recieving data/ information/ document from POWERGRID in case of award to us.

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation:Common Seal: |

1. Information for ex-employees of Purchaser in Bidder’s firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya,**

**GeM Bid No: GEM/2023/B/4218799**

|  |  |
| --- | --- |
| **Bidder’s Name and Address (the Bidder):** | **To:** |
| **Name :** | ……………… | Contract Services |
| **Address:** | ……………. | Power Grid Corporation of India Limited, |
|  | …………… | “Saudamini”, Plot No. 2, Sector-29  |
|  | ………… |  |
|  |  |  |
| Dear Sir, |  |  |  |
|  |  |  |  |  |
| **I.** | **Information regarding Ex-employees of POWERGRID in our Organisation:** |
|  | We declare that we are aware of and have gone through the “Code of Business Conduct and Ethics for Senior Management Personnel”1 and “Code of Business Conduct and Ethics for Board Members”1 of POWERGRID (hereinafter referred to as the “Code of Conduct”). We further understand that as per the “Code of Conduct”, Senior Management Personnel including Board Members, who have retired/resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred “Code of Conduct”, within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority.Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/ resigned at the level of General Manager and above from POWERGRID and subsequently have been employed by us: |
|  | Sl. No. | Name of the person with designation in POWERGRID | Date of Retirement/ resignation from POWERGRID | Date of joining and designation in our organisation |
|  | 1 |   |   |   |
|  | 2 |   |   |   |
|  | 3 |   |   |   |
|  |  |  |  |  |
|  | *\*In case the date of joining in the bidder’s organization of such ex-employee is within 1 year from the date of retirement/resignation from POWERGRID, No Objection Certificate/ approval from the Competent Authority must be furnished along with the bid or subsequent through clarification pursuant to Clause 6ifsc.2.5.2 of RfP documents.* |
|  | *In case of non-submission of No Objection Certificate/approval of the Competent Authority, as required, We understand that POWERGRID shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard. We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Integrity Pact and/or the Bidding Documents and/or POWERGRID’s policy and procedures.* |
|  |  |  |  |  |
| **II** | **Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises** |
| We hereby authorize the Purchaser to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:- |
| 1 | Address with PIN Code and State |   |
|   | Registered Office: |   |
|   |   |   |
|   |   |   |
|   | Branch Office: |   |
|   |   |   |
|   |   |   |
|   | Correspondence Address: |   |
|   |   |   |
|   |   |   |
| 2(a)  | Status – Company/others |   |
| [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable] |
| 2(b) | Are you a MSE owned by SC/ST\* entrepreneurs in line with Public Procurement poliy for Micro and Small Enterprises (MSEs) order 2012 including subsequent amendment/notification/order **(Indicate Yes/No)**Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment. |  |
| 2(c) | If 2.(b) is 'Yes' please mention whether you are (Proprietary MSE/Partnership MSE/Private Limited Company) owned by SC/ST entrepreneurs. |  |
| 2(d) | Are you a MSE owned by women in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 including subsequent amendment/notification/order (**Indicate Yes/No)**Note: Documentary evidence is to be attached. |  |
| 3 | Permanent Account (PAN) No. |   |
| 4 | GST Nos. (STATE WISE) |   |
| 5 | PF Registration No. of the Company |   |
| 6 | PF Regional Office covered (with Address) |   |
|   |   |   |
|   |   |   |
| 7 | Name of Contact Person |   |
|   | Designation |   |
| 8 | Contact Details |   |
|   | Landline(s): |   |
|   | Mobile(s): |   |
|   | Email ID : |   |
| 9 | Bank Details for Electronic Payment |   |
|   | Name of the Bank: |   |
|   | Address of Branch: |   |
|   |   |   |
|   |   |   |
|   | Account No.: |   |
|   | Type of Account:**(Saving Account/Current Account)** |  |
|   |
| 10 | 9 digit MICR code printed at bottom in middle, next to cheque no. |   |
| 11 | IFSC (for RTGS)/NEFT Code (*to be obtained from the Bank*) Sample Cancelled Cheque to be enclosed |   |
| I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Purchaser responsible. |

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation:Common Seal: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Remarks:**  |  |  |  |  |
| \* The definition of MSEs owned by SC/ST is as given under: |  |
|  (a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST. |  |
|  (b) In case of partnership MSE, then SC/ST partners shall be holding at least 51% shares in the unit. |
|  (c) In case of Private Limited companies, at least 51% shares shall be held by SC/ST promoters. |
|  |  |  |  |  |
| Documentary evidence: Please provide scanned copy(ies) of the SC/ST certificate(s) issued by District Authority as applicable for SC/ST MSE category as per (a), (b) or (c) above. |

1. (Declaration regarding Second Envelope Proposals)

Bidder’s Name and Address (The Consultant)

Name: …………………………

Address: ……………………….

……………………….

……………………….

To:

Contract Services

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2, Sector-29,

Gurgaon (Haryana) – 122001

Name of Package: Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya. GeM Bid No: GEM/2023/B/4218799

Dear Sir,

1. We confirm that Letter of Second Envelope Proposal and Schedules in the Second Envelope have been filled up by us as per the provisions of the RfP documents. Further, we have noted that the same shall be evaluated as per the provisions of the RfP documents.
2. Further, we hereby confirm that:
3. there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfP Documents, in the Second Envelope Proposal;
4. the description of items and the unit thereof in the price schedule in the Second Envelope Proposal are in conformity with those indicated in the price schedule of the RfP Documents without any deviation to the specified scope of work.
5. We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to POWERGRID. However, in case of any arithmetical errors, the same shall be governed as per the provision of Clause 8.0.0 of Section-III: Conditions of Contracts of the RfP documents.

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation:Common Seal: |

1. (Confidentiality Undertaking)

Bidder’s Name and Address (The Consultant)

Name: …………………………

Address: ……………………….

……………………….

……………………….

To:

Contract Services

Power Grid Corporation of India Ltd.,

"Saudamini", Plot No.-2, Sector-29,

Gurgaon (Haryana) – 122001

Name of Package: Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.

GeM Bid No: GEM/2023/B/4218799

Dear Sir,

We hereby agree to enter into a Confidentiality Undertaking (as per the format enclosed at Annexure-A to Section-III: Conditions of Contract of the RfP documents) at the time of receiving data/ information/ document from POWERGRID in case of award to us.

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation:Common Seal: |

1. Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya,**

**GeM Bid No: GEM/2023/B/4218799**

|  |  |
| --- | --- |
| **Bidder’s Name and Address :** | **To:** |
| **Name:****Address:** | Contract ServicesPower Grid Corporation of India Ltd.,"Saudamini", Plot No. 2, Sector 29Gurgaon (Haryana) – 122001 |

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**’’] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.

We certify that we, the bidder is/are not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached*.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or POWERGRID’s policy and procedures.

|  |  |
| --- | --- |
|  Date: | Printed Name: |

|  |  |
| --- | --- |
| Place: | Designation: |

1. Affidavit of Self certification regarding Minimum Local Content

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date:

I **\_\_\_\_\_\_\_\_**S/o, D/o, W/o, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Resident of**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 16/09/2020 (hereinafter PPP-MII order),

‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated **16/11/2021** issued by Ministry of Power (hereinafter MoP order)

and any subsequent modifications/Amendments**,** if anyand

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content ofgoods/services/works supplied by me for **‘Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya, GeM Bid No: GEM/2023/B/4218799’.**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for **‘‘Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya, GeM Bid No: GEM/2023/B/4218799’** is **……… percent (%).**

That the goods/services/works supplied by me for ‘Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya, GeM Bid No: GEM/2023/B/4218799’ meet the ‘Local Content‘ requirement as defined in the PPP-MII order and MoP order for ‘Class –I local supplier’.

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at **……………………… (*Enter the details of the location(s) at which value addition is made)***.

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, MoP order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

 (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for **‘Class –I local supplier’**

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to eb attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

1. Declaration regarding events encountered

**Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya,**

**GeM Bid No: GEM/2023/B/4218799**

|  |  |
| --- | --- |
| **Bidder’s Name and Address :** | **To:** |
| **Name:****Address:** | Contract ServicesPower Grid Corporation of India Ltd.,"Saudamini", Plot No. 2, Sector 29Gurgaon (Haryana) – 122001 |

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

| Sr. No. | Event  |  |
| --- | --- | --- |
| 1. | Whether there was Termination of Contract(s) due to Contractor’s default  | * Yes
* No
 |
| 2. | Whether there was Encashment of CPG(s) due to non-performance  | * Yes
* No
 |
| 3. | Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Consultant /Contractor  | * Yes
* No
 |
| 4. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*  | * Yes@
* No
 |

*Note:*

*1. Information regarding events at Sl. No. 1 to 3 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)*

*@2. Regarding Sl. No. 4, in case of ‘Yes’, following information shall be submitted additionally:*

|  |  |
| --- | --- |
| *Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | *…………* |
| *Whether the process under IBC has been concluded* *(If yes, supporting documents be submitted)* |  *Yes* *No* |

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Purchaser tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Purchaser’s policy.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date :** |  |  |  | **Printed Name :** |  |
| **Place :** |  |  |  | **Designation :** |  |

1. Integrity Pact

*{Submission of Hard Copy in 2 (Two) original on a non-judicial Stamp Paper of Rs. 100/-}*

**INTEGRITY PACT**

Between

**Power Grid Corporation of India Limited**

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai,

New Delhi – 110 016

hereinafter referred to as

**"POWERGRID",**

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert the name of the Sole Bidder/Lead Partner of Joint Venture, if applicable]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [*Insert the name of the Partner(s) of Joint Venture, if applicable]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as

**"The Bidder/Contractor"**

**Preamble**

POWERGRID intends to award, under laid-down organisational procedures, contract(s) for **Engagement of consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya. GEM Bid No.: GEM/2023/B/4218799**

POWERGRID values full compliance with all **relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors**.

In order to achieve these goals, POWERGRID and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact'** which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of POWERGRID**

(1) POWERGRID commits itself to take all measures necessary to prevent corruption and to observe the following principles :­

a) No employee of POWERGRID, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) POWERGRID will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) POWERGRID will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.

(2) **If POWERGRID obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, POWERGRID will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POWERGRID’s Rules.**

**Section II - Commitments of the Bidder/Contractor**

(1) The Bidder*/*Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder*/*Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:

a) The Bidder*/*Contractor will not, directly or through any other person or firm, offer, promise or give **to any of POWERGRID's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder*/*Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) **The Bidder/Contractor shall not pass any information provided by POWERGRID as part of business relationship to others and shall not commit any offence under PC / IPC Act**.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of POWERGRID.

g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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**Section III- Disqualification from tender process and exclusion from future contracts**

(1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, POWERGRID may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, POWERGRID may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with POWERGRID’s policy for “Black-Listing of Firms / Banning of Business**”. The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, POWERGRID may revoke the **ban** prematurely.

**Section IV** - **Liability for violation of Integrity Pact**

(1) If POWERGRID has disqualified the Bidder from the tender process prior to the award under Section III, POWERGRID **is entitled for** **forfeiture** **of** the Bid Guarantee under the Bid.

(2) If POWERGRID has terminated the contract under Section III **or if POWERGRID is entitled to terminate the contract under Section III**, POWERGRID **shall be entitled** to forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

**Section V**- **Previous Transgression**

(1) The Bidder shall **disclose in its Bid any**  transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.

(2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action can be taken in line with POWERGRID’s policies.**

**Section VI** - **Equal treatment to all Bidders */* Contractors**

(1) POWERGRID will enter into agreements with identical conditions as this one with all Bidders.

(2) POWERGRID will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

**Section VII - Punitive Action against violating Bidders */* Contractors**

If POWERGRID obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractoror of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractorwhich constitutes corruption, or if POWERGRID has substantive suspicion in this regard, POWERGRID will inform the Chief Vigilance Officer (CVO).

(\*)**Section VIII - Independent External Monitor/Monitors**

(1) POWERGRID has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**

(2) The **panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, POWERGRID, **giving joint findings**, at the earliest. **The panel** of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, POWERGRID.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POWERGRID related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their** documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) POWERGRID will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between POWERGRID and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on ’Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Direct**or, **POWERGRID and recuse himself/herself from that case**

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he **/ she** will so inform the Chairman-cum-Managing Director, POWERGRID and request the Chairman-cum-Managing Director, POWERGRID to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to POWERGRID and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to POWERGRID.

(7) The IEM will submit a written report to the Chairman-cum-Managing Director, POWERGRID within 8 to 10 weeks from the date of reference or intimation to him by POWERGRID and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Chairman-cum-Managing Director, POWERGRID, a substantiated suspicion of an offence under **PC / IPC Act**, and the Chairman-cum-Managing Director, POWERGRID has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) **While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, POWERGRID and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.**

(10) The word ‘**IEM**’ would include both singular and plural.

*(\*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I : Invitation for Bids and/or relevant provision of Conditions of Contract, of the RfP Documents.*

**Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

**Section X - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishmentof POWERGRID. The Arbitration/**conciliation** clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made**.

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

(5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**

(6) Views expressed or suggestions/submissions made by the parties and the recommendations of the ***CVO/***IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral/ **conciliation** or judicial proceedings (arising out of the arbitral/ **conciliation** proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

*# CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/Condition of Contract.*

(7) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

|  |  |
| --- | --- |
| (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **(For & On behalf of POWERGRID)** | **(For & On behalf of Bidder/ Partner(s) of Joint Venture/ Contractor)** |
| (Office Seal) | (Office Seal) |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  |  |
| Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annexure-A to Section-III**

*Proforma for Confidentiality Undertaking*

**CONFIDENTIALITY UNDERTAKING**

Date………

M/s. Power Grid Corporation of India Limited (POWERGRID/ **Owner/** Employer) (A Government of India Enterprise) with its registered office at B-9, Qutab Institution Area, Katwaria Sarai, New Delhi (the company), is willing to make available certain non-public information to M/s. ……………………………with its office at ……………… (the ‘Consultant’) subject to the terms of this confidentiality undertaking ( the undertaking) for providing services **of a consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

Any such information received and acknowledged by M/s……………………….. in this manner is referred to in this Undertaking as the ‘information’.

The information will be deemed to be confidential. Unless otherwise agreed to by the **company** in writing, M/s…………….will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s………………………. M/s. ………………..will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s. …………………..will not use the information for any purpose other than for providing **services as a consultant for assistance in tax and business regulatory services to set up a Special Purpose Vehicle (‘SPV’) in Kenya.**

This undertaking will not apply to any information or material:

a) which is in the public domain without any breach of this undertaking;

b) which is already in M/s. …………………..possession as at the date of this undertaking

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of

M/s………………………

Authorised Signatory

**Annexure-B to Section-III**

**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Bank Guarantee No. …………………… Date...................

NOA/Contract No.....................................

*…………..[Name of Contract]…………………….*

To: *[Name and address of the Owner]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on ..............*(insert date of the Contract)…*..... between you and M/s ................. *(Name of Consultant)* ..................,

**(or)**

vide notification of award issued on *............ (insert date of the notification of award)….*by you to M/s ................. *(Name of Consultant)* ..................,

having its Principal place of business at ………....*(Address of Consultant)* ............................... and Registered Office at ………....*(Registered address of Consultant)* ........................................................................................ ("**the Consultant**") concerning …….................….. *(Indicate brief scope of work)* ............................... for the complete execution of the …….… *(insert name of Package alongwith name of the Project)……*.. *[Applicable for Bank Guarantees issued by Consultant for those Contracts awarded to them]*

By this letter we, the undersigned, ………*(insert name & address of the issuing bank)* ………, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of .................................... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to ………………………….. i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond scheduled date of final acceptance of work i.e., upto and inclusive of ……………. *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the *Consultant* to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the *Consultant* to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond scheduled date of final acceptance of work i.e. upto and inclusive of ……………. *(dd/mm/yy)* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. ……………………… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the *Consultant*, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_\_\_\_\_ (*value in figures*)\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*value in words*)\_\_\_\_\_\_\_\_\_\_\_\_].

2. This Bank Guarantee shall be valid upto *\_\_\_\_\_\_\_\_(validity date)\_\_\_\_\_\_\_\_\_\_.*

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_\_\_\_ (*validity date*) \_\_\_\_\_\_\_\_\_\_.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POA Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

 *This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758.*

Unquote

1. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 12.1.4 Section-III, conditions of contract in their Trade Finance Portal.**

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

**“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”**